

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**JOINT PETITION OF THE CITY OF FORT)
WAYNE, INDIANA, AND UTILITY)
CENTER, INC. d/b/a AQUA INDIANA, INC.)
FOR THE APPROVAL OF TRANSFER OF) CAUSE NO. 44503
CERTAIN WATER FACILITIES AND)
ISSUANCE OF WATERWORKS REVENUE)
BONDS)**

DIRECT TESTIMONY AND EXHIBITS

OF

THOMAS M. BRUNS

**On behalf of Joint Petitioner
Utility Center, Inc., d/b/a Aqua Indiana, Inc.**

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**JOINT PETITION OF THE CITY OF)
FORT WAYNE, INDIANA, AND)
UTILITY CENTER, INC. d/b/a AQUA)
INDIANA, INC. FOR THE APPROVAL) CAUSE NO. 44503
OF TRANSFER OF CERTAIN WATER)
FACILITIES AND ISSUANCE OF)
WATERWORKS REVENUE BONDS)**

VERIFIED DIRECT TESTIMONY

OF

THOMAS M. BRUNS

**On behalf of Joint Petitioner
Utility Center, Inc., d/b/a Aqua Indiana, Inc.**

Joint Petitioner's Exhibit TMB

Introduction

1 1. **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Thomas M. Bruns. My business address is 5750 Castle Creek
3 Parkway N. Dr., Suite 314, Indianapolis, Indiana 46250.

4 2. **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed as President of Aqua Indiana, Inc., which is a subsidiary of
6 Aqua America, Inc. Aqua America, Inc., headquartered in Bryn Mawr,
7 Pennsylvania, is a water resource management company that acquires,
8 develops and manages water and wastewater systems and complementary
9 businesses.

10 3. **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND**
11 **PROFESSIONAL BACKGROUND.**

12 A. Attached to my testimony as Joint Petitioner's Exhibit TMB-1 is a copy of
13 my resume which contains information regarding my educational and
14 professional background.

15 4. **Q. WHAT ARE YOUR RESPONSIBILITIES AS PRESIDENT OF**
16 **AQUA INDIANA, INC.?**

17 A. I have overall responsibility for the management and operation of the
18 water and wastewater operations that comprise Aqua America, Inc.'s
19 business units in Indiana. My responsibilities include staffing, policy
20 formulation, planning and compliance with regulatory requirements
21 imposed by state and local governmental agencies. Among the business

1 units that I am responsible for is Utility Center, Inc., d/b/a Aqua Indiana,
2 Inc. ("UCI").

3 5. **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN**
4 **THIS PROCEEDING?**

5 A. The purpose of my direct testimony is to provide additional information
6 describing and supporting the relief requested in the Joint Petition filed
7 by UCI and the City of Fort Wayne, Indiana ("Fort Wayne") on June 13,
8 2014. As described in the Joint Petition, a copy of which accompanies
9 my testimony as Joint Petitioner's Exhibit TMB-2, UCI and Fort Wayne
10 seek to have the Commission approve UCI's sale and transfer to Fort
11 Wayne of water utility plant and property currently used by UCI to
12 provide water utility service pursuant to a certain Utility System Asset
13 Acquisition Agreement that they have entered into (the "Acquisition
14 Agreement"). The Joint Petition also contains UCI's and Fort Wayne's
15 request that the Commission approve certain other agreements and
16 matters described in the Acquisition Agreement, some of which will
17 positively affect UCI's continued operation of its wastewater disposal
18 utility. A copy of the Acquisition Agreement is Exhibit 1 to the Joint
19 Petition appearing as Joint Petitioner's Exhibit TMB-2.

20 6. **Q. WHAT IS THE BASIS FOR YOUR FAMILIARITY WITH THE**
21 **ACQUISITION AGREEMENT?**

22 A. I initiated and lead UCI's efforts in connection with the negotiation of the
23 Acquisition Agreement.

Background on UCI

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7. **Q. WHAT UTILITY SERVICES DOES UCI CURRENTLY PROVIDE?**

A. UCI provides both water utility and wastewater disposal services to customers located in Aboite and Wayne Townships in Allen County and a portion of Jefferson Township in Whitley County. There were approximately 12,600 water utility and wastewater disposal customers served by UCI's facilities as of January 1, 2014. UCI provides its services through the use of a wide variety of plant and property including, without limitation, production, storage and treatment equipment, disposal facilities, distribution and collection lines, meters, hydrants, including materials and supplies.

8. **Q. WHAT IS THE MAKE-UP OF UCI'S CURRENT WORK FORCE?**

A. UCI currently has a total work force available to it of 26 persons. Of that number, 3 are administrative, 10 are on the wastewater staff, 7 are on the water staff, 2 provide customer service, 2 are engineering and 2 are laboratory personnel. Administrative personnel handle management of the utility including accounting, personnel, payroll and daily operations. The wastewater staff is responsible for the operation and maintenance of treatment plants, lift stations and collection system. The water staff is responsible for the operation of water treatment plants, water storage facilities, meter reading, wells and distribution system. The engineering staff manages all capital projects, reviews development plans and

1 administers main extension projects. The laboratory staff handles water
2 quality testing for the water and wastewater operations.

3 9. Q. HAS UCI EVER PROVIDED UTILITY SERVICES ELSEWHERE
4 IN ALLEN COUNTY?

5 A. Yes. Prior to 2008, UCI served in excess of 9,000 water utility customers
6 and over 1,600 wastewater disposal customers within St. Joseph,
7 Washington, Cedar Creek and Perry Townships of Allen County. These
8 customers were served by what UCI called its "North System." UCI
9 transferred ownership of the North System to Fort Wayne in February,
10 2008, but UCI continued to operate the North System for approximately 6
11 months under an agreement with Fort Wayne.

12 10. Q. PLEASE DESCRIBE THE CIRCUMSTANCES LEADING UP TO
13 THE TRANSFER OF THE NORTH SYSTEM TO FORT WAYNE.

14 A. In June 2002, Fort Wayne initiated efforts to condemn the North System.
15 At that time, UCI filed suit against Fort Wayne challenging its authority to
16 do so. In 2004, the trial court granted summary judgment in favor of Fort
17 Wayne and UCI appealed. On appeal, the Indiana Court of Appeals sided
18 with UCI and reversed the trial court's decision, but in June, 2007 the
19 Indiana Supreme Court affirmed the trial court. Subsequent to the
20 Supreme Court's decision, Fort Wayne's Public Works Board awarded
21 damages of approximately \$16,900,000 to UCI for the taking of the North
22 System. UCI considered the amount of the awarded damages inadequate
23 and appealed the Board's award to a trial court. Despite UCI's then

1 pending appeal of the Board's damage award, Fort Wayne's Common
2 Council approved and ratified the Public Works Board's action and
3 authorized the issuance of bond anticipation notes and revenue bonds to
4 pay the damages the Board of Work's awarded to UCI. UCI filed suit on
5 December 10, 2007 asserting Fort Wayne lacked the requisite authority to
6 acquire the North System in the manner contemplated, but reached a
7 negotiated settlement with Fort Wayne providing for the transfer of the
8 North System to Fort Wayne and Fort Wayne's payment of the damages
9 awarded by Fort Wayne's Board of Works.

10 11. **Q. DID THE SETTLEMENT THAT LEAD TO THE TRANSFER OF**
11 **THE NORTH SYSTEM RESOLVE UCI'S APPEAL OF THE**
12 **DAMAGES AWARDED FOR THE CONDEMNATION OF THE**
13 **NORTH SYSTEM?**

14 A. No, it did not.

15 12. **Q. WHAT IS THE STATUS OF THE LITIGATION BETWEEN UCI**
16 **AND FORT WAYNE CONCERNING THE COMPENSATION**
17 **OWED FOR NORTH SYSTEM?**

18 A. When UCI appealed the damages decision of Fort Wayne's Board of
19 Public Works, it requested a trial by jury. Fort Wayne moved to strike this
20 request and also moved for partial judgment on the pleadings on grounds
21 that the trial court was limited to a review of the record before the Board
22 of Public Works. The trial court granted Fort Wayne's motion to strike the
23 jury trial request, as well as Fort Wayne's motion for partial judgment on

1 the pleadings. UCI sought an interlocutory review of the trial court's
2 rulings and, although the Court of Appeals affirmed the rulings, in April,
3 2013 the Indiana Supreme Court vacated the Court of Appeals decision,
4 reversed the trial court's rulings and remanded the case back to the trial
5 court. The remanded case is currently pending before the trial court.

6 **Proposed Water Utility Asset Transfer**

7 13. **Q. PLEASE DESCRIBE THE CIRCUMSTANCES THAT LEAD UP**
8 **TO UCI AND FORT WAYNE ENTERING INTO THE**
9 **ACQUISITION AGREEMENT.**

10 A. UCI and Fort Wayne discussed from time to time ways to resolve the
11 litigation involving the North System in ways that might have involved the
12 transfer of assets. Those discussions, however, were not fruitful.
13 Nevertheless, in November, 2012, Fort Wayne's Mayor announced his
14 interest in having Fort Wayne condemn the balance of UCI's water utility
15 system located generally in the southwest portion of Allen County. It was
16 after that announcement that, in an effort to head off costly litigation
17 similar to that involving the North System, UCI approached Fort Wayne
18 and expressed its willingness to sell the balance of its water utility system
19 to Fort Wayne if acceptable terms and conditions could be worked out.
20 Fort Wayne was open to UCI's proposal and negotiations followed. In
21 July, 2013, UCI and Fort Wayne entered into a letter of intent providing
22 for the sale and transfer of the balance of UCI's water utility system.

1 Further negotiations lead to the Fort Wayne and UCI entering into the
2 Acquisition Agreement.

3 14. Q. WAS THE ACQUISITION AGREEMENT THE RESULT OF
4 ARMS-LENGTH NEGOTIATIONS?

5 A. Yes, it was.

6 15. Q. PLEASE DESCRIBE THE MAJOR PROVISIONS OF THE
7 ACQUISITION AGREEMENT.

8 A. The Acquisition Agreement provides for Fort Wayne's purchase of UCI's
9 "Southwest Water System," which is defined in the Acquisition
10 Agreement. The assets UCI is selling to Fort Wayne under the terms of
11 the Acquisition Agreement include all of the supply, treatment, storage
12 and distribution plant currently used by UCI to provide water utility
13 service in Allen County, as well as certain other assets, business properties
14 and rights described in Section 3.2 of the Acquisition Agreement.

15 Notably, as reflected in Section 3.1, the Acquisition Agreement provides
16 for the settlement of the pending litigation involving the North System that
17 I previously described. Under Section 3.3 of the Acquisition Agreement,
18 the purchase price provided for in the Acquisition Agreement is
19 \$67,000,000, which amount reflects the approximately \$16,900,000
20 already paid by Fort Wayne in connection with the transfer of the North
21 System. Accordingly, the amount to be paid by Fort Wayne to UCI at
22 closing, which is scheduled in Section 4.10 of the Acquisition Agreement
23 for December 31, 2014, is approximately \$50,100,000. Closing of the sale

1 is subject to certain conditions that are described in Article IV of the
2 Acquisition Agreement. Among the conditions is an obligation on UCI to
3 provide Fort Wayne with certain information, Fort Wayne's satisfactory
4 completion of its due diligence, conduct of an environmental assessment
5 and surveys, verification of UCI's title to the assets being transferred, the
6 transfer of certain permits, receipt of certain consent and approvals,
7 including without limitation the approval of the Commission, the lack of
8 any prohibitions to consummation of the matters covered by the
9 Acquisition Agreement and Fort Wayne's satisfaction of an agreement
10 concerning UCI's employees affected by the transfer of the Southwest
11 Water System.

12 16. **Q. PLEASE DESCRIBE THE AGREEMENT FORT WAYNE HAS**
13 **MADE CONCERNING UCI EMPLOYEES.**

14 A. In pursuing its negotiations with Fort Wayne, UCI has had as a priority
15 protecting as best it could the employees that might be affected by the sale
16 and transfer of the Southwest Water System to Fort Wayne. So, it was
17 pleased that Fort Wayne agreed, as reflected in Section 4.9 of the
18 Acquisition Agreement, to offer employment to all of UCI's employees
19 affected by the transaction. 4 of the 10 affected employees have already
20 voluntarily become employees of Fort Wayne. UCI expects Fort Wayne
21 will offer employment to the remaining 6 affected employees and Fort
22 Wayne's offers will be accepted by those employees.

1 17. **Q. WILL UCI HAVE ANY CONTINUING INVOLVEMENT WITH**
2 **THE SOUTHWEST WATER SYSTEM AFTER IT IS**
3 **TRANSFERRED TO FORT WAYNE?**

4 A. Yes, but only on a temporary basis. As an additional condition to closing
5 provided for in Section 4.11 of the Acquisition Agreement, UCI and Fort
6 Wayne have agreed to enter into a Consulting Agreement under which
7 UCI will provide Fort Wayne with engineering, legal, administrative,
8 accounting, billing, customer service, regulatory and related services to
9 Fort Wayne in connection with the Southwest Water System for 6 months,
10 with the possibility of some extension. The form of the Consulting
11 Agreement appears as Exhibit 4.11 to the Acquisition Agreement.
12 Additionally, under Section VII of an Operations Agreement, which also
13 is a condition to closing, UCI will upgrade certain meters on the
14 Southwest Water System at Fort Wayne's expense. The form of the
15 Operations Agreement appears as Exhibit 4.12 to the Acquisition
16 Agreement. UCI also agrees in the Operations Agreement to not file for
17 an increase in its water utility rates during 2014.

18 18. **Q. SHOULD THE COMMISSION APPROVE THE SALE AND**
19 **TRANSFER OF THE SOUTHWEST WATER SYSTEM TO FORT**
20 **WAYNE UNDER THE TERMS OF THE ACQUISITION**
21 **AGREEMENT?**

22 A. Yes. The Acquisition Agreement resolves on a mutually-acceptable basis
23 the longstanding litigation between UCI and Fort Wayne concerning the

1 condemnation of the North System and also avoids any costly future
2 litigation involving the condemnation by Fort Wayne of the Southwest
3 Water System. Moreover, the Acquisition Agreement provides for the
4 transfer of the Southwest Water System to Fort Wayne in a responsible
5 manner similar to that used in connection with the transfer of the North
6 System in 2008. Finally, implementation of the sale and transfer of the
7 Southwest Water System on the terms of the Acquisition Agreement
8 establishes a longer term partnership with Fort Wayne that has the
9 potential to be beneficial to UCI, its customers and the economic
10 development of Allen County.

11 19. **Q. DO YOU BELIEVE FORT WAYNE HAS THE MANAGERIAL,**
12 **FINANCIAL AND TECHNICAL ABILITY TO OWN AND**
13 **OPERATE THE SOUTHWEST WATER SYSTEM?**

14 A. Yes, I do.

15 **Impact on UCI's Wastewater Utility**

16 20. **Q. DOES THE ACQUISITION AGREEMENT PROVIDE FOR THE**
17 **TRANSFER OF ANY OF UCI'S CURRENT WASTEWATER**
18 **DISPOSAL ASSETS?**

19 A. No. Those assets, referred to in the Acquisition Agreement as the
20 "Southwest Sewer System," are expressly excluded from the sale and
21 transfer provided for in the Acquisition Agreement and UCI will continue
22 to own and operate them. However, the Operations Agreement, as well as

1 a Water Pollution Treatment Contract that the parties have made a
2 condition to closing (referred to as the “Wholesale Agreement” in the
3 Acquisition Agreement), will positively affect UCI’s continued operation
4 of the Southwest Sewer System. The form of the Wholesale Agreement
5 appears as Exhibit 4.14 to the Acquisition Agreement.

6 21. **Q. PLEASE DESCRIBE THE MAJOR FEATURES OF THE**
7 **OPERATIONS AGREEMENT THAT WILL AFFECT THE**
8 **OPERATION OF THE SOUTHWEST SEWER SYSTEM.**

9 A. Under Section IV of the Operations Agreement, UCI and Fort Wayne
10 agree to develop a plan for regular and on-going communication and
11 consultation regarding wastewater project development and
12 implementation and, in this regard, UCI will provide Fort Wayne with its
13 updated wastewater master plan when it is completed. Further, UCI and
14 Fort Wayne agree to certain boundaries defining areas within which each
15 will be free to expand their respective wastewater facilities without undue
16 opposition by the other. Specifically, Fort Wayne agrees to not oppose or
17 otherwise interfere with UCI’s efforts to obtain from the Commission a
18 certificate of territorial authority (“CTA”) to serve within UCI’s defined
19 area. Fort Wayne also agrees not to expand its wastewater disposal system
20 within UCI’s defined area for 20 years, except in certain areas specified in
21 the Operations Agreement where Fort Wayne already has facilities or an
22 improvement project underway. For its part, UCI agrees, subject to
23 certain exceptions, not to seek a CTA or to provide service to customers in

1 Fort Wayne's defined area for a similar 20 year period. Finally, Fort
2 Wayne agrees to not seek to condemn the Southwest Sewer System for 5
3 years after the closing, subject to certain exceptions described in the
4 Operations Agreement.

5 22. Q. ARE THERE ANY OTHER PROVISIONS OF THE OPERATIONS
6 AGREEMENT THAT ARE WORTHY OF NOTE?

7 A. Yes. Under Section III of the Operations Agreement, Fort Wayne will
8 provide UCI with monthly water meter readings for a period of 20 years
9 from the closing of the Acquisition Agreement in order that UCI will be
10 able to bill the customers of the Southwest Sewer System. Fort Wayne
11 further agrees to shut off water utility service to Fort Wayne water
12 customers that fail to pay their wastewater bill to UCI pursuant to
13 procedures described in the Operations Agreement. UCI agrees to pay for
14 both the meter data and shut offs at rates set forth in the Operations
15 Agreement. Additionally, Section V of the Operations Agreement will
16 require UCI to assist Fort Wayne with certain infrastructure and
17 environmental improvement initiatives by (i) providing at least \$25,000
18 per year to be used for Fort Wayne-approved infrastructure improvements
19 or septic system elimination projects initiated or directed by Fort Wayne
20 in UCI's service area; and (ii) becoming a full member of Greater Fort
21 Wayne, Inc. for the lesser of 20 years or until UCI no longer owns the
22 Southwest Sewer System. The parties have agreed that the costs
23 associated with UCI's compliance with these two initiatives should be

1 recoverable through rates and Fort Wayne agrees not to contest the
2 recovery of such costs by UCI. Finally, UCI agrees under Section VI of
3 the Operations Agreement not to file with the Commission a request for an
4 increase in its rates applicable to the Southwest Sewer System during 2014
5 and 2105 and, prior to filing such a request after 2015, to first appear
6 before Fort Wayne's Common Council to describe a proposed increase
7 and its justification.

8 23. **Q. DO YOU BELIEVE THE OPERATIONS AGREEMENT IS**
9 **BENEFICIAL TO UCI?**

10 A. Yes. Most immediately, upon transfer of the Southwest Water System to
11 Fort Wayne the Operations Agreement will give UCI access to water
12 usage data that it will need to properly bill its wastewater customers, as
13 well as establish a process to enforce the payment of bills that will assist
14 UCI in avoiding excessive bad debts that could be reflected in rates paid
15 by other customers. Additionally, the Operations Agreement puts in place
16 boundary and service area arrangements that will make UCI's planning for
17 the Southwest Sewer System more effective and efficient. UCI's and Fort
18 Wayne's commitments to cooperate in connection with planning for
19 wastewater disposal needs in the vicinity of the Southwest Sewer System
20 should only make UCI's own planning better.

21 24. **Q. WILL UCI'S WASTEWATER CUSTOMERS BENEFIT FROM**
22 **IMPLEMENTATION OF THE OPERATIONS AGREEMENT?**

1 A. Yes. In addition to being beneficial to UCI, the billing support, as well as
2 the enhanced planning opportunities, that the Operations Agreement
3 allows will benefit UCI's customers by maintaining or improving UCI's
4 operations. The rate moratorium and required infrastructure-related
5 spending provided for in the Operations Agreement also will directly
6 benefit UCI's wastewater disposal customers.

7 25. **Q. PLEASE DESCRIBE THE MAJOR FEATURES OF THE**
8 **WHOLESALE AGREEMENT.**

9 A. Under Section IV of the Wholesale Agreement (Exhibit 4.14 to the
10 Acquisition Agreement), UCI agrees to accept for treatment; subject to
11 some qualifications, up to 1.5 million gallons of wastewater from Fort
12 Wayne's system. Section X of the Wholesale Agreement provides for an
13 initial term of 10 years beginning upon satisfaction of certain conditions,
14 including without limitation the Commission's approval of the Wholesale
15 Agreement. The Wholesale Agreement also provides for a 5-year
16 automatic extension of the 10-year initial term. During the 5-year
17 extension period, the Wholesale Agreement provides for changes to the
18 maximum allowable flow from Fort Wayne's system, as well as the
19 applicable rates and charges. Under Section XI, during the first 5 years
20 the Wholesale Agreement is in effect UCI will collect a minimum monthly
21 charge of \$125,468.75 and \$2.75 for each 1,000 gallons that the
22 wastewater sent by Fort Wayne for treatment annually exceeds
23 547,500,000 gallons. During years 6 through 10, the same rate structure

1 remains in place, but the minimum monthly amount and annual excess
2 charge are subject to adjustment for inflation based on changes in the
3 Consumers Price Index (“CPI”). During the automatic 5-year extension
4 period, the minimum monthly amount is reduced to \$10,000 per month,
5 but the annual excess charge is replaced with a flow charge based on every
6 1,000 gallons sent to UCI for treatment. The flow charge is subject to
7 adjustment each year to reflect inflation based on changes in the CPI.
8 Section IV(B) also makes Fort Wayne subject to a charge of \$10.00 for
9 each 1,000 gallons of wastewater sent to UCI that exceeds certain daily
10 flow limits specified in the Wholesale Agreement. Finally, under certain
11 circumstances described in Section VI(B) of the Wholesale Agreement,
12 UCI will receive all or a portion of the surcharge received by Fort Wayne
13 based on the strength of a customer’s discharge into Fort Wayne’s
14 wastewater system.

15 26. **Q. WHAT FACILITY WILL UCI USE TO TREAT THE**
16 **WASTEWATER SENT BY FORT WAYNE?**

17 A. The treatment services called for in the Wholesale Agreement will be
18 provided by UCI’s Midwest Treatment Plant.

19 27. **Q. DOES THE MIDWEST PLANT HAVE SUFFICIENT CAPACITY**
20 **TO PROVIDE THE SERVICES CALLED FOR BY THE**
21 **WHOLESALE AGREEMENT?**

22 A. The current IDEM-approved capacity of the Midwest plant is 1.7 MGD as
23 rated design flow and the average daily wastewater flow handled by it

1 during 2013 was 1.32 MGD. Obviously, the Midwest plant will need to
2 be expanded to handle the expected flow from Fort Wayne. UCI,
3 however, has already been planning for an expansion of the Midwest
4 plant, possibly as soon as 2014-2015, in order to handle growth on the
5 Southwest Sewer System unrelated to serving Fort Wayne under the
6 Wholesale Agreement. The addition of the flow from Fort Wayne only
7 accelerates that planning and expansion. The Midwest plant's planned
8 capacity after expansion is 3.1 MGD, which will give it adequate capacity
9 to handle Fort Wayne's wastewater along with normal growth in demand
10 from the balance of UCI's system served by the Midwest plant. At the
11 expiration of the Wholesale Agreement, the Midwest plant will be near its
12 maximum capacity as expanded, but the capacity previously used to serve
13 Fort Wayne will become open and available to serve the remaining
14 customers on the Southwest Sewer System.

15 28. **Q. HOW ARE COSTS ASSOCIATED WITH FACILITIES HANDLED**
16 **UNDER THE WHOLESALE AGREEMENT?**

17 A. As reflected in Section II of the Wholesale Agreement, Fort Wayne
18 generally is responsible for all costs associated with the delivery of
19 wastewater to point at which its system connects with UCI's treatment
20 plant and UCI generally is responsible for all costs associated with the
21 treatment of that wastewater. In this regard, the planned expansion of the
22 Midwest plant is estimated to cost \$8.8 million and will be the
23 responsibility of UCI. However, Fort Wayne will be responsible for the

1 cost incurred by UCI to construct a vault and its associated facilities and
2 piping at the Midwest plant that will serve as the connection point between
3 Fort Wayne's system and the plant, as well as the costs associated with the
4 meter, sampling equipment, telemetry and related appurtenances that will
5 be used by UCI to provide service under the Wholesale Agreement.
6 Section II(C) of the Wholesale Agreement also makes Fort Wayne
7 responsible under certain circumstances for facility-related costs incurred
8 by UCI to meet regulatory requirements greater than those currently
9 anticipated.

10 29. **Q. WILL THE RATES AND CHARGES IN THE WHOLESALE**
11 **AGREEMENT COVER UCI'S COST TO PROVIDE SERVICE**
12 **UNDER IT?**

13 A. Yes. Information on estimated incremental revenue and costs associated
14 with UCI's service to Fort Wayne under the Wholesale Agreement is
15 attached as Joint Petitioner's Exhibit TMB-3.

16 30. **Q. DO YOU BELIEVE UCI'S OTHER CUSTOMERS WILL BENEFIT**
17 **FROM UCI PROVIDING SERVICE UNDER THE WHOLESALE**
18 **AGREEMENT?**

19 A. Yes. Providing service to Fort Wayne under the Wholesale Agreement
20 will increase UCI's overall system treatment volume and, since fixed costs
21 associated with treatment will be spread over increased volume, the per
22 unit treatment cost will be reduced. This creates the potential for reduced
23 costs to other customers. Also, the revenue generated over time under the

1 Wholesale Agreement will pay for an expansion of the Midwest plant that
2 eventually will be needed even without the addition of Fort Wayne's flow
3 and defer a projected increase in rates and charges for UCI's retail
4 customers.

5 31. Q. WILL THE PROVISION OF SERVICE TO FORT WAYNE UNDER
6 THE WHOLESALE AGREEMENT ADVERSELY IMPACT THE
7 PROVISION OF SERVICE TO OTHER CUSTOMERS?

8 A. No. The Wholesale Agreement will not alter any of UCI's existing rates,
9 schedules or contracts and there will be no subsidization of the treatment
10 service being provided to Fort Wayne by UCI's other customers. Further,
11 service under the Wholesale Agreement will not adversely impact the
12 adequacy or reliability of wastewater disposal service provided to any
13 other UCI customers.

14 32. Q. IN YOUR OPINION, ARE THE RATES AND CHARGES
15 INCLUDED IN THE WHOLESALE AGREEMENT REASONABLE
16 AND JUST?

17 A. Yes. Not only will the rates and charges in the Wholesale Agreement
18 cover the incremental cost of providing service and provide a contribution
19 to UCI's fixed costs and other benefits, but serving Fort Wayne under the
20 Wholesale Agreement will not result in UCI charging, demanding,
21 collecting or receiving any greater or less compensation from Fort Wayne
22 than it charges, demands, collects or receives from any other person
23 receiving like and contemporaneous service.

1 33. Q. HAS UCI'S BOARD OF DIRECTORS APPROVED THE RATES,
2 CHARGES AND TERMS AND CONDITIONS OF SERVICE
3 INCLUDED IN THE WHOLESALE AGREEMENT?

4 A. Yes, it has. Approval of the Wholesale Agreement, as well as the
5 Acquisition Agreement and the other agreements provided for in the
6 Acquisition Agreement, have been approved by UCI's Board of Directors
7 as reflected in the resolution attached to my testimony as Joint
8 Petitioner's Exhibit TMB-4.

9 Conclusion

10 34. Q. IN CONCLUSION, WHAT IS YOUR RECOMMENDATION TO
11 THE COMMISSION?

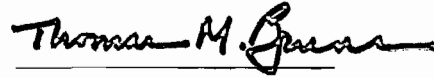
A. I recommend that the Commission approve the relief requested by UCI and Fort Wayne in this Cause. For the reasons I have previously identified in my testimony, the Acquisition Agreement, Operations Agreement, Wholesale Agreement and the other matters provided for by the Acquisition Agreement are all in the public interest and in the best interest of the UCI and its customers. The Acquisition Agreements and the other agreements and matters provided for by it also serve public convenience and necessity.

20 35. Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT
21 TESTIMONY IN THIS CAUSE?

22 A. Yes, it does.

AFFIRMATION

I affirm under the penalties for perjury that the foregoing testimony is true to the best of my knowledge, information, and belief.

A handwritten signature in black ink, reading "Thomas M. Bruns". The signature is written in a cursive style with a horizontal line underneath it.

Thomas M. Bruns
President, Aqua Indiana, Inc.

RESUME

Thomas M. Bruns
President
AQUA INDIANA, INC.

CAREER HIGHLIGHTS

- Mr. Bruns was named President and Chief Operating Officer of Aqua Indiana in February 2011 and provides executive level leadership for the company's water and wastewater systems in Indiana. In this role he represents Aqua before government agencies and elected officials and manages a statewide staff of 60 employees with utility operations in 11 counties.
- From 2004 through 2011, Mr. Bruns has served as Vice President and Regional Manager for Aqua Indiana, a water and wastewater utility serving nearly 100,000 Indiana residents. He was responsible for utility management, regulatory affairs and marketing and acquisition efforts in central and southern Indiana.
- Prior to joining Aqua he was Town Manager for the Town of Cumberland, Indiana, a growing community of 6,000 residents located on the east side of metropolitan Indianapolis. Provided executive-level guidance to Town operating departments and wastewater utility, and worked closely with other central Indiana communities.
- From May 2002 to April 2003, helped transition 450 employees from the former Indianapolis Water Company to USFilter Indianapolis Water. Served as Vice President of USFilter's Customer and Community Affairs Division with a staff of 130 union and non-union employees.
- From 1996 to 2002, served as Vice President for Development Services for Indianapolis Water Company, responsible for record expansion of customer base and service territory. Added over 7,000 new customers per year in the last three years of strategic growth effort. Marketed and closed several major sale of water agreements with other central Indiana communities. Served as a registered lobbyist in Indiana on utility and environmental issues.
- From 1989 to 1996, served as Indianapolis Water Company's Principal Hydrologist, responsible for locating, developing and managing the utility's new well fields. Served as Project Manager for the construction of IWC's new 12 MGD South Well Field Treatment Plant and Pumping Station.
- As Deputy Director for Water and Mineral Resources within the Indiana Department of Natural Resources from 1986 to 1989, served as Chief Operating Officer for five divisions with 370 employees and an annual budget of \$15 million. Organized and managed the implementation of Indiana's 1983 Water Management Act. Engineering Geologist with Division of Water from 1974 to 1984.
- From 1980 to 1997, served as Associate Faculty member for the Department of Geology at Indiana University-Purdue University at Indianapolis.

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

Past Vice President, Indiana Municipal Managers Association

Recipient of Charles H. Bechert Award in 2002, in recognition of water resource career contributions

Certified Professional Geologist No. 4575, American Institute of Professional Geologists (1979)

Licensed Professional Geologist No. 17, State of Indiana (1980)

Member, America Water Works Association

- Former Member of Water Resources Division Trustees and Standards Council

American Institute of Professional Geologists

- Past President of Illinois-Indiana Section and currently serve as Chair of the Section Screening Committee

Charter Member and Past President, Greenways Foundation, Inc.

Outstanding Young Men of America, 1986

EDUCATION

M.A.T., Earth Sciences, Indiana University, March 1979

B.S., Earth Sciences, Ball State University, May 1974, Summa Cum Laude

COPY

FILED

JUN 19 2014

INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF THE CITY OF FORT)
WAYNE, INDIANA, AND UTILITY)
CENTER, INC. d/b/a AQUA INDIANA, INC.)
FOR THE APPROVAL OF TRANSFER OF) CAUSE NO. 44503
CERTAIN WATER FACILITIES AND)
ISSUANCE OF WATERWORKS REVENUE)
BONDS)

VERIFIED JOINT PETITION

The City of Fort Wayne, Indiana, a municipality located in Allen County, Indiana ("City") and Utility Center, Inc. d/b/a Aqua Indiana, Inc. ("Aqua Indiana"), a public utility providing water and wastewater utility services to customers located in Aboite and Wayne Townships in Allen County and a portion of Jefferson Township in Whitley County, both by counsel, respectfully request approval from the Indiana Utility Regulatory Commission ("Commission") for the: (i) transfer to the City of the water utility assets and facilities of Aqua Indiana serving the southwest portion of the City and nearby portions of Allen County outside the boundaries of the City (collectively, the "Southwest Assets"); (ii) approval of the terms and conditions of the Utility System Asset Acquisition Agreement ("Acquisition Agreement") and the transactions contemplated by it; and (iii) the issuance of waterworks revenue bonds by the City to acquire the Southwest Assets of Aqua Indiana.

In support of the Verified Joint Petition, the City and Aqua Indiana would state the following:

1. The City is a municipality located in Allen County, Indiana, which seeks to expand its provision of municipal utility services through the acquisition of the Southwest Assets. If acquired by the City, the City will own and operate the water utility assets and

facilities as a municipally owned water utility subject to the provisions of Ind. Code §§ 8-1.5-2 and 3.

2. Aqua Indiana is a public utility as defined by I.C. § 8-1-2-1(a). Aqua Indiana provides water utility service to customers located in the southwest portion of the City and nearby portions of Allen County outside the boundaries of the City through its ownership and operation of the Southwest Assets. Aqua Indiana has determined, subject to the approval of the Commission, to sell the Southwest Assets to the City. The Southwest Assets are more particularly defined in the Acquisition Agreement (attached as Exhibit 1) and include certain tangible and intangible assets, properties, rights or interests of every kind that are owned, held, leased or used by Aqua Indiana in its operation of its water utility, including any operating permits.

3. The City has possessed and operated Aqua Indiana's Northern Fort Wayne water utility and wastewater utility since February 8, 2008 ("North System"). The City paid Aqua Indiana \$16,910,500 as part of the condemnation proceeding for the North System; however, the parties are still engaged in litigation regarding the value of the North System ("North System Litigation"). The City and Aqua Indiana now wish to settle the North System Litigation with the final approval of the Acquisition Agreement by the Commission.

4. On May 13, 2014, the City passed Ordinance S-44-14 and Ordinance G-8-14 in which it: (i) declared the public convenience and necessity of the City acquiring the Southwest Assets in accordance with terms and conditions set forth in the Acquisition Agreement; and (ii) authorized the issuance of waterworks revenue bonds for the purpose of providing funds to pay the costs of the settlement of all ongoing legal issues pertaining to the acquisition of the North System and the acquisition and integration of the water assets of the Southwest Assets. A copy

of Ordinance S-44-14 and Ordinance G-8-14 are attached to this Petition as Exhibits 2 and 3, respectively.

5. The Acquisition Agreement approved by the City on May 13, 2014, generally describes the terms and conditions of the acquisition of the North System and Southwest Assets by the City from Aqua Indiana, and its terms and conditions are herein incorporated. Among other provisions, the Acquisition Agreement, establishes an aggregate purchase price of \$67,000,000 for the Southwest Assets and the North System. The City has already paid Aqua Indiana \$16,910,500 for the North System. Therefore, the City shall pay Aqua Indiana an unpaid balance of \$50,089,500 at closing.

6. Upon the sale and transfer of the Southwest Assets to the City, the City proposes to charge the water utility customers served by the Southwest Assets the same schedule of rates and charges as currently in effect for Fort Wayne. The City's acquisition of the Southwest Assets will result, generally, in a decrease in the current rates and charges for the customers currently served by Aqua Indiana.

7. In order to fund the unpaid balance for the acquisition of the North System and Southwest Assets, as well as the integration and financing costs for the Southwest Assets, the City will issue waterworks revenue bonds in an amount not to exceed \$63,000,000 ("Bonds").

8. Aqua Indiana holds indeterminate permits issued by the Commission to render water utility service to consumers in certain areas of Allen County. As part of the transfer of the Southwest Assets, Aqua Indiana desires to terminate its indeterminate permits for water utility service, subject to the Commission's approval.

9. In addition to paying the unpaid balance of the specified purchase price, the Acquisition Agreement conditions the sale and transfer of the Southwest Assets to the City upon various matters, including without limitation, the City and Aqua Indiana entering into certain

agreements described in it and related to Aqua Indiana's continued operation of its wastewater utility in Allen County.

10. Petitioners believe the Commission has jurisdiction of this Cause pursuant to I.C. §§ 8-1-2-1, 8-1-2-38, 8-1-2-39, 8-1-2-42, 8-1-2-83, 8-1-2-89, 8-1.5-2-19 and 8-1.5-3-8.

11. All petitions, motions, reports, testimony, exhibits, and/or papers of any kind to be served upon the City should be served upon City's counsel of record as here noted:

J. Christopher Janak, Esq.
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Phone: (317) 684-5000
Fax: (317) 684-5173
jjanak@boselaw.com

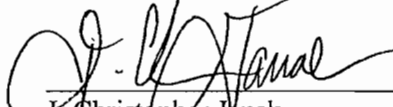
12. All petitions, motions, reports, testimony, exhibits, and/or papers of any kind to be served upon Aqua Indiana should be served upon Aqua Indiana's counsel of record as here noted:

Philip B. McKiernan, Esq.
Hackman Hulett & Cracraft LLP
111 Monument Circle, Suite 3500
Indianapolis, IN 46204
Phone: (317) 636-5401
Fax: (317) 686-3288
pmckiernan@hhclaw.com

WHEREFORE, the City and Aqua Indiana respectfully request that the Commission approve: (i) the sale and transfer of the Southwest Assets to the City at a purchase price of \$67,000,000 for the Southwest Assets and the North System; (ii) the terms and conditions of the Acquisition Agreement and the transactions contemplated by it; (iii) the issuance of waterworks revenue bonds by the City in an aggregate principal amount not to exceed \$63,000,000 to fund

the unpaid balance, integration and financing costs; and (iv) all relief appropriate as required by the evidence of this Cause and the laws of the State of Indiana.

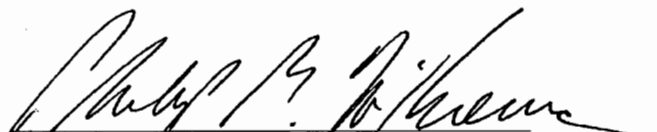
Respectfully submitted,



J. Christopher Janak
Attorney No. 18499-49

Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
(317) 684-5249
(317) 223-0249 (fax)

Counsel for Petitioner,
City of Fort Wayne, Indiana



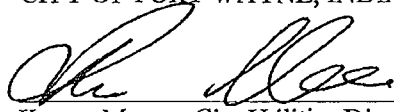
Philip B. McKiernan
Attorney No. 10247-49
Hackman Hulett & Cracraft LLP
111 Monument Circle, Suite 3500
Indianapolis, IN 46204
(317) 636-5401
(317) 686-3288 (fax)

Counsel for Petitioner,
Utility Center, Inc. d/b/a Aqua Indiana, Inc.

VERIFICATION

I have read the foregoing Verified Joint Petition and the statements contained therein as they relate to the City of Fort Wayne, Indiana are true and correct to the best of my knowledge and belief.

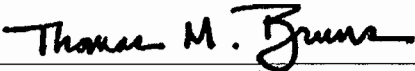
CITY OF FORT WAYNE, INDIANA


Kumar Menon, City Utilities Director

VERIFICATION

I have read the foregoing Verified Joint Petition and the statements contained therein as they relate to Aqua Indiana are true and correct to the best of my knowledge and belief.

UTILITY CENTER, INC. d/b/a AQUA INDIANA, INC.

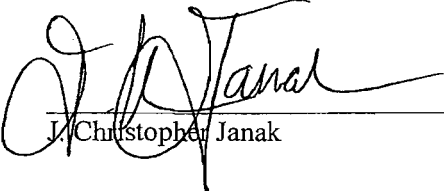


Thomas M. Bruns, President

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been served upon the following
counsel of record by electronic mail this 13th day of June, 2014:

Indiana Office of Utility Consumer Counselor
115 West Washington Street, Suite 1500 South
Indianapolis, IN 46204
infomgt@oucc.in.gov


J. Christopher Janak

2588191_2

Exhibit 1

EXECUTION COPY

ORIGINAL

**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

By and Between

**THE CITY OF FORT WAYNE, INDIANA,
AS BUYER**

and

**UTILITY CENTER, INC.,
AS SELLER**

Dated

May 14, 2014

US.52650921.11

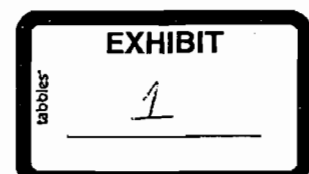


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Exhibit 4.11	Consulting Agreement
Exhibit 4.12	Operations Agreement
Exhibit 4.14	Wholesale Agreement

**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

THIS UTILITY SYSTEM ASSET ACQUISITION AGREEMENT, is made and entered into as of this 14th day of May, 2014 by and between The City of Fort Wayne, Indiana, a political subdivision of the State of Indiana (the "**City**"), and Utility Center, Inc., an Indiana corporation doing business as Aqua Indiana, Inc. (the "**Seller**") (each a "**Party**" and, collectively, the "**Parties**").

WITNESSETH:

WHEREAS, (i) the City has possessed and operated Seller's Northern Fort Wayne water utility and sanitary sewer utility (the "**North System**") since February 8, 2008, (ii) the City has paid Seller \$16,900,000 with respect to its condemnation of the North System, (iii) the final amount the City owes Seller as just compensation for its condemnation of the North System is the subject of ongoing litigation, *Utility Center, Inc. d/b/a Aqua Indiana, Inc. v. City of Fort Wayne, Indiana, Wells County Circuit Court, No. 90C01-0803-PL-0003* (the "**North System Litigation**"), (iv) the City and Seller wish to settle the North System Litigation, and (v) the Purchase Price set forth in Section 3.3 to be paid by the City to Seller includes the consideration for settlement of the North System Litigation;

WHEREAS, Seller owns a potable water supply, treatment, storage and distribution system that is the subject of this Agreement in southwest Allen County, Indiana (the "**Southwest Water System**");

WHEREAS, the City desires to acquire the Southwest Water System and has negotiated with Seller to acquire the Southwest Water System in lieu of the City's stated intent to condemn the Southwest Water System;

WHEREAS, the City has determined that the acquisition of the Southwest Water System is in the public interest and complies with the applicable legal standards for acquisition; and

WHEREAS, Seller and the City have agreed upon a comprehensive settlement of the North System Litigation and the acquisition by the City of the Southwest Water System, all as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the adequacy of which are agreed to and acknowledged by the Parties, the Parties to this Agreement do undertake, promise and agree for themselves, and their permitted successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

“Agreement” means this Utility System Asset Acquisition Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“Ancillary Agreements” means the Consulting Agreement referenced in Section 4.11, the Operations Agreement referenced in Section 4.12(E), the Wholesale Agreement referenced in Section 4.14, the Escrow Closing Agreement referenced in Section 5.2(A), the Joint Motion for Stay of the North System Litigation referenced in Section 6.3(A), and the Joint Stipulation for Dismissal of the North System Litigation referenced in Section 6.3(B).

“Ancillary Documents” means the documents, instruments and agreements to be executed and delivered by the City and Seller, respectively, pursuant to this Agreement, consisting of the Ancillary Agreements and the Closing Documents.

“Appendices” means **Appendices A** through **T** attached to and made a part of this Agreement.

“Assumed Liabilities” means those debts, liabilities, obligations, and other financial or service obligations of Seller to be assumed by the City on the Purchased Assets Closing Date either as set forth on **Appendix Q** or otherwise listed in this Agreement as being assumed by the City.

“Board” means the Board of Public Works of The City of Fort Wayne, Indiana.

“Bond Closing” means the transaction at which the bond indenture is finalized and legal documents are executed and cash is received by the City.

“Bond Pre-Closing” means the period prior to the Bond Closing when conditions of the transaction are confirmed and documents are finalized.

“Bonds” has the meaning set forth in Section 4.16 of this Agreement.

“Boundary Agreement” has the meaning set forth in Section 4.12(C) of this Agreement.

“Cap” has the meaning set forth in Section 6.5 of this Agreement.

“City Utilities” means Fort Wayne City Utilities.

“Closing Documents” means the documents identified in Section 5.2(C) of this Agreement.

“Closings” has the meaning set forth in Section 5.1 of this Agreement.

“Common Council” means the Common Council of The City of Fort Wayne, Indiana.

“Condemnation Deposit” has the meaning set forth in Section 3.3 of this Agreement.

“Connection Charges” has the meaning set forth in Section 5.6(A) of this Agreement.

“Consulting Agreement” has the meaning set forth in Section 4.11 of this Agreement.

“Deductible” has the meaning set forth in Section 6.5 of this Agreement.

“Easements” means all rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Seller in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Southwest Water System or the Purchased Assets.

“Effective Time” means 12:01 a.m. (Eastern) on the Purchased Assets Closing Date so long as funds in the amount of the Purchased Assets Closing Date Payment are transferred to Seller and the ownership transfer documents relating to the Southwest Water System and the Purchased Assets are released from escrow at any time on such date.

“Environmental Law” includes all federal, state and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; (4) the United States Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; (5) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (6) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (7) Title 13 of the Indiana Code; and (8) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments or notices issued thereunder.

“Environmental Site Assessment” or **“ESA”** has the meaning set forth in Section 4.3(A) of this Agreement.

“Escrow Closing” has the meaning set forth in Section 5.2(A) of this Agreement.

“Escrow Closing Agreement” has the meaning set forth in Section 5.2(A) of this Agreement.

“Excluded Assets” means those assets, properties and rights, both tangible and intangible, real and personal, of Seller described in Section 3.2(C) and **Appendix O** hereto, including, but not limited to, the Southwest Sewer System and any rolling stock, chemicals and operation and maintenance materials and supplies related to the Southwest Water System, which such Excluded Assets shall not be sold, conveyed, or transferred to the City pursuant to this Agreement.

"Excluded Liabilities" has the meaning set forth in Section 3.2(E) of this Agreement.

"IDEM" means the Indiana Department of Environmental Management.

"IDNR" means the Indiana Department of Natural Resources.

"IURC" means the Indiana Utility Regulatory Commission.

"Knowledge" means, with respect to an individual who is a natural being, the actual knowledge or awareness of a particular fact or other matter of the following individuals: (1) with respect to Seller, Richard Fox, Regional President of Seller, Thomas M. Bruns, the President of Seller, Jeffrey Gard, Area Manager of Seller, Bobby Estop, Steve Fickle and Rob Krueger of Seller; (2) with respect to Buyer, Kumar Menon, Director of City Utilities for Buyer.

"Material" or "Materiality" means a level of significance that would have affected any decision of a reasonable person in that person's position regarding whether to enter into this Agreement or would affect any decision of a reasonable person in that person's position regarding whether to consummate the transaction contemplated by this Agreement.

"Mayor" means the Mayor of The City of Fort Wayne, Indiana.

"North System" has the meaning set forth in the Recitals to this Agreement.

"North System Litigation" has the meaning set forth in the Recitals to this Agreement.

"Operations Agreement" has the meaning set forth in Section 4.12(E) of this Agreement.

"Party" and **"Parties"** have the meanings set forth in the introductory paragraph of this Agreement.

"PDF" has the meaning set forth in Section 7.8 of this Agreement.

"Permitted Exceptions" means those exceptions described in **Appendix P** hereto.

"Post Closing Permit Obligations" has the meaning set forth in Section 4.6 of this Agreement.

"Purchase Price" has the meaning set forth in Section 3.3 of this Agreement.

"Purchased Assets" has the meaning set forth in Section 3.2(A) of this Agreement.

"Purchased Assets Closing" means the closing of the transactions contemplated by this Agreement at which the Purchased Assets Closing Date Payment has been paid by the City to Seller and all of the documents executed by Seller and the City at the Escrow Closing are released from escrow.

"Purchased Assets Closing Date" has the meaning set forth in Section 5.1 of this Agreement.

"Purchased Assets Closing Date Payment" has the meaning set forth in Section 3.3 of this Agreement.

"Real Property" means the real property relating to the Southwest Water System, which is owned by Seller in fee simple and of which Seller has Knowledge of such ownership at the time of execution of this Agreement, to be conveyed in fee simple to the City pursuant to this Agreement.

"Seller" has the meaning set forth in the introductory paragraph of this Agreement.

"Southwest Sewer System" means the sanitary sewer and wastewater collection, transmission, treatment, disposal and reuse system that is owned and operated by Seller in southwest Allen County, Indiana.

"Southwest Water System" has the meaning set forth in the Recitals to this Agreement.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereof imposed, assessed or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

"Title Agent" means an American Land Title Association title company capable of issuing a policy of title insurance underwritten by a nationally recognized title insurer acceptable to the City and approved by Seller, which approval shall not be unreasonably withheld, conditioned or delayed.

"Title Policy" has the meaning set forth in Section 4.5(A) of this Agreement.

"Utility System" means, collectively, the North System and the Southwest Water System.

"Wholesale Agreement" has the meaning set forth in Section 4.14 of this Agreement.

SECTION 1.2 CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.3 INCORPORATION. The Appendices and Exhibits hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.4 SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices or Exhibits in or to this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 1.5 REPRESENTATION BY COUNSEL; CONSTRUCTION. Each Party acknowledges and represents to the other that it has been represented by legal counsel in connection with the preparation and execution of this Agreement and the Ancillary Documents, and each Party, therefore, acknowledges and agrees that any rule of construction or interpretation of language against the drafting Party shall not be applicable to this Agreement or any Ancillary Document.

ARTICLE II

REPRESENTATIONS

SECTION 2.1 REPRESENTATIONS OF THE CITY. The City makes, effective as of the date of execution of this Agreement, the following representations and warranties, which representations and warranties shall survive the Purchased Assets Closing for a period of six (6) months.

(A) The City is duly organized and validly existing as a political subdivision of the State of Indiana.

(B) The City has full power and authority to enter into the transactions contemplated by this Agreement and the Ancillary Documents.

(C) The City has fulfilled and complied with the provisions of section 8-1.5-2-1, *et seq.*, of the Indiana Code and the regulations promulgated thereunder, relative to the purchase of the Southwest Water System by a municipality.

(D) The City is not in default under any provisions of the laws of the State of Indiana material to the performance of its obligations under this Agreement and the Ancillary Documents. The execution, delivery and performance of this Agreement and the Ancillary Documents, and the consummation by the City of the transactions contemplated by this Agreement and the Ancillary Documents, have been duly authorized by all necessary action on the part of the

City. Assuming the due authorization, execution and delivery by Seller, this Agreement and the Ancillary Documents constitute a valid and legally binding obligation of the City, enforceable against the City in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with general principles of equity.

(E) The authorization, execution, performance and delivery of this Agreement and the Ancillary Documents, and the consummation by the City of the transactions contemplated by this Agreement and the Ancillary Documents, will not conflict with, violate or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order, or any provision of the Constitution or the laws of the State of Indiana relating to the City or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the City is subject or by which it is bound.

(F) There is no action, suit, investigation or proceeding pending or, to the City's Knowledge, threatened against or affecting the City, at law or in equity or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated by this Agreement and the Ancillary Documents or which in any way would adversely affect the validity of this Agreement or any Ancillary Document.

(G) The City has not dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and the Ancillary Documents, and no sales commissions or finder's fees are due or payable as a result hereof.

(H) The City has conducted its own independent investigation, review and analysis of the Southwest Water System and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. The City acknowledges and agrees that: (i) in making its decision to enter into this Agreement and the Ancillary Documents, and to consummate the transactions contemplated by this Agreement and the Ancillary Documents, the City has relied upon its own investigation, the information contained in the Appendices to this Agreement, customer lists supplied by Seller, and the express representations of warranties of Seller set forth in Section 2.2 of this Agreement (including the related portions of the Appendices hereto); and (ii) neither Seller nor any other person has made any representation or warranty as to Seller, the Southwest Water System or the Purchased Assets, except as expressly set forth in Section 2.2 of this Agreement (including the related portions of the Appendices hereto).

(I) The City has possessed and operated the North System since February 8, 2008, and the City acknowledges and agrees that Seller has not made, shall not make, and shall not be deemed to have made, any representations, warranties, covenants or agreements with respect to the North System in this Agreement or any Ancillary Documents.

(J) Subject to the provisions in Section 4.16 of this Agreement, the City will have a source of immediately available funds to pay the Purchased Assets Closing Date Payment and to consummate the transactions contemplated by this Agreement and the Ancillary Documents at the Purchased Assets Closing.

SECTION 2.2 REPRESENTATIONS OF SELLER. Seller makes, effective as of the date of execution of this Agreement, the following representations and warranties with respect to the Southwest Water System and the Purchased Assets, which representations and warranties shall survive the Purchased Assets Closing Date a period of six (6) months. Except for the warranties and representations contained below, Seller makes no other warranties or representations, whether express or implied, as to the Southwest Water System or the Purchased Assets, and the City acknowledges that the City has been offered the opportunity to conduct its own independent inspections, tests, investigations, review, and analysis with respect thereto. In the period after the date of execution and prior to the Purchased Assets Closing Date, Seller agrees to expeditiously notify the City upon acquiring Knowledge that any of the following representations and warranties is no longer true and accurate.

(A) Seller is duly organized, validly existing and in good standing in the State of Indiana and authorized to do business in such jurisdiction, and has all requisite corporate power and authority to enter into the transactions contemplated by this Agreement and the Ancillary Documents.

(B) Except as disclosed in **Appendix F**, Seller is not in default under any provisions of the laws of the State of Indiana material to the performance of its obligations under this Agreement and the Ancillary Documents. The execution, delivery and performance of this Agreement and the Ancillary Documents, and the consummation by Seller of the transactions contemplated by this Agreement and the Ancillary Documents, have been duly authorized by all necessary corporate action on the part of Seller. Assuming the due authorization, execution and delivery by the City, this Agreement and the Ancillary Documents will be valid and enforceable against Seller in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with the general principles of equity.

(C) Except as disclosed in **Appendix F**, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's Knowledge, threatened against Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which would affect the Southwest Water System or the Purchased Assets or Seller's right and ability to make and perform this Agreement and the Ancillary Documents; nor is Seller aware of any facts which to its Knowledge are likely to result in any such action, suit or proceeding. Seller is not materially in default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Southwest Water System or any of the Purchased Assets. Seller agrees and covenants that it shall have a continuing duty to disclose to the City up to and including the Closing the existence and nature of all pending or threatened judicial or administrative suits, actions, proceedings and orders

which in any way materially relate to the construction, operation or maintenance of the Southwest Water System.

(D) Seller has not dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and the Ancillary Documents, and no sales commissions or finder's fees are due or payable as a result hereof.

(E) Seller is the sole owner of the Southwest Water System and the Purchased Assets.

(F) Seller has delivered to the City the Appendices, subject to any qualifications stated in the Appendices.

(1) **Appendix A** is a schedule providing recording references to the recorded documents evidencing Seller's ownership interest in each parcel of Real Property to be conveyed to the City.

(2) **Appendix B** is a schedule identifying in reasonable detail all known Easements with respect to the Southwest Water System or the Purchased Assets, to Seller's Knowledge at the time of execution of this Agreement; provided that the Appendix shall not include public rights-of-ways, platted easements and general rights to use public roads, highways, and streets relating to the Southwest Water System to be conveyed to the City. The City and Seller acknowledge that certain portions of water distribution lines and facilities may be located outside the Easements or public rights-of-ways; provided, however, that Seller represents and warrants that, to its Knowledge, no present claim has been made alleging such, other than as disclosed in **Appendix F**.

(3) **Appendix C** contains a list of the material water assets of Seller comprising the Southwest Water System to be conveyed to the City.

(4) **Appendix D** is a schedule of material construction work in progress with respect to the Southwest Water System or the Purchased Assets.

(5) **Appendix E** is a schedule of all current or active federal, IURC, IDNR and IDEM permits or applications, together with effective dates and any expiration dates, which authorize the operation of the Southwest Water System by all such applicable governmental authorities and which schedule designates which, if any, of these permits are not transferable.

(6) **Appendix F** is a schedule of litigation and material regulatory non-compliance issues affecting the Southwest Water System or the Purchased Assets, which issues are known to Seller and which may include notices of violation, inspection or enforcement actions and specifically identifying the non-compliance issues identified by the regulatory authority.

(7) **Appendix G** is an inventory of the material equipment, tools, parts, laboratory equipment, computer equipment, and other personal property, other than the Excluded

Assets, used by Seller in connection with the operation of the Southwest Water System to be conveyed to the City.

(8) **Appendix H** is a schedule of all operating and vendor contracts affecting the Southwest Water System and which are to be assumed by the City.

(9) **Appendix I** is a schedule of all reuse or effluent disposal agreements entered into by Seller for sale or reuse of effluent delivered through the Southwest Water System and which are to be assumed by the City.

(10) **Appendix J** is a schedule of all purchased water service agreements entered into by Seller in connection with the Southwest Water System and which are to be assumed by the City.

(11) **Appendix K** is a schedule which sets forth all developer or service agreements under which Seller has any continuing or outstanding water service obligations relating to the Southwest Water System as of the Purchased Assets Closing Date and which are to be assumed by the City.

(12) **Appendix L** is a schedule of all other agreements entered into between Seller and third parties which would reasonably be considered to be an encumbrance upon the Purchased Assets and which are to be assumed by the City.

(13) **Appendix M** is a schedule of the current tariff setting for the Southwest Water System which sets forth the most current schedule of rates, fees and charges that Seller is authorized to impose.

(14) **Appendix N** is a schedule of notices received by Seller regarding environmental or operational non-compliance with respect to the Southwest Water System.

(15) **Appendix O** is a schedule of Excluded Assets.

(16) **Appendix P** is the list of Permitted Exceptions.

(17) **Appendix Q** is a list of those debts, liabilities, obligations and other financial or service obligations of Seller to be assumed by the City on the Purchased Assets Closing Date but not otherwise listed in this Agreement as being assumed by the City.

(18) **Appendix R** is a schedule of sanitary sewer boundaries.

(19) **Appendix S** is a Limited Special Warranty Deed for the conveyance of all Real Property set forth in **Appendix A**.

(20) **Appendix T** is a Limited Special Assignment of Easements for the Easements set forth in **Appendix B**.

(G) To its Knowledge, Seller is not in violation of any governmental law, rule, regulation, permitting condition, or other governmental requirement of any type or nature which violation would have a material adverse effect on the Southwest Water System or the Purchased Assets.

(H) To the Knowledge of Seller, (1) there are no hazardous substances (as that term is defined in the Environmental Laws), located upon or beneath the Real Property to be conveyed to the City at concentrations that could reasonably be expected to result in the owner or operator of such Real Property being required to remediate such hazardous substances under Environmental Laws, and (2) except as set forth in **Appendix N**, Seller is in material compliance with all applicable Environmental Laws relating to the Southwest Water System. Except as set forth in **Appendix N**, Seller has not received any written notice from any governmental authority finding material non-compliance with applicable Environmental Laws relating to the Southwest Water System since January 1, 2009.

(I) The management, officers and directors of Seller have no Knowledge of material facts adversely affecting the physical condition of the Southwest Water System or the Purchased Assets which are not readily observable or which have not been disclosed or provided by Seller to the City in connection with the transactions contemplated by this Agreement and the Ancillary Documents or otherwise. The City agrees that it shall not allege a breach of this representation and warranty after the Purchased Assets Closing Date with respect to a particular adverse material fact of which the City had actual knowledge prior to the Purchased Assets Closing.

ARTICLE III

PURCHASE AND SALE OF ASSETS

SECTION 3.1 PURCHASE AND SALE COVENANT. At the Purchased Assets Closing, (i) the Parties shall settle the North System Litigation in accordance with Section 6.3, and (ii) the City shall purchase, and Seller shall sell and convey to the City, the Southwest Water System and the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement. At the Purchased Assets Closing, the City shall assume responsibility for the performance and satisfaction of Seller's obligations with respect to the Southwest Water System and the Purchased Assets which constitute Assumed Liabilities in accordance with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in no event shall the City assume responsibility for the Excluded Liabilities.

SECTION 3.2 PURCHASED ASSETS.

(A) The assets of Seller to be purchased by the City hereunder (the "**Purchased Assets**") shall consist of those assets, business properties, and rights (both tangible and intangible) that Seller owns or possesses in the Southwest Water System at the Purchased Assets Closing, including the following:

(1) All fee simple Real Property with respect to the Southwest Water System as described in **Appendix A** hereof;

(2) All Easements described in **Appendix B** and any others that Seller owns or holds that are in use for the Purchased Assets;

(3) All water treatment plants, including reuse and reclaimed water wells, water supplies, wells, collection, transmission, and distribution system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Southwest Water System described in **Appendix C**, together with an assignment of all existing and assignable third-party warranties and ownership documents that relate to completed or in progress construction as more particularly described in **Appendix D**;

(4) All as-built surveys and water plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer studies, non-corporate accounting, and non-corporate business records and all other non-corporate information relating to the Southwest Water System, in each case, controlled by or in the possession of Seller that relate to the description and operation of the Southwest Water System;

(5) To the extent that they may be lawfully transferred, all necessary regulatory approvals subject to all conditions, limitations or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Southwest Water System according to all governmental requirements, as more specifically described in **Appendix E** to this Agreement;

(6) The following records in paper and electronic form, as available: (i) all information required by applicable law to be maintained related to the Purchased Assets; (ii) all information provided to the City through the due diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs, operating guides, and manuals located at each plant; (xiii) database of customer accounts and customer records; (xiv) updated fixed asset list; and (xv) copies of the general ledger by plant;

(7) All claims of Seller against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to (a) the Purchased Assets and (b) a tacking of time periods for any prescriptive easement or adverse possession claim; and

(8) All leases and other agreements relating to the Southwest Water System or the Purchased Assets listed in **Appendix L**.

(B) The Purchased Assets shall be conveyed by Seller to the City free and clear of all liens or encumbrances, subject to the Permitted Exceptions listed in **Appendix P**.

(C) The Purchased Assets do not and shall not include the Southwest Sewer System or the Excluded Assets as set forth in **Appendix O** to this Agreement; provided, however, that the City shall have the right of first refusal to purchase any of Seller's rolling stock, chemicals, and operation and maintenance materials and supplies related to the Southwest Water System for a period of thirty (30) calendar days following the Purchased Assets Closing for a purchase price and other terms and conditions to be mutually agreed upon by the Parties.

(D) Within ninety (90) days after the Purchased Assets Closing Date, Seller shall remove all Excluded Assets from the Real Property portion of the Southwest Water System. Such removal shall be done in such manner as to avoid (1) any damage to the Southwest Water System, the Purchased Assets and other properties to be occupied by the City, and (2) any disruption to the operation of the Southwest Water System after the Purchased Assets Closing. The cost of repairing any damage to the Southwest Water System or the Purchased Assets resulting from such removal shall be paid by Seller to the City within ninety (90) days of receipt of written notice from the City. Should Seller fail to remove the Excluded Assets within such ninety (90) day period, the City shall, after thirty (30) days' written notice to Seller to remove such Excluded Assets, have the right, but not the obligation, (1) to remove the Excluded Assets at Seller's sole cost and expense; (2) to store the Excluded Assets and to charge Seller reasonable storage costs associated therewith; or (3) to exercise any other right or remedy conferred by this Agreement. Seller shall, within ninety (90) days of receipt of written notice from the City, reimburse the City for all reasonable costs and expenses incurred by the City in connection with any Excluded Assets not removed from the Southwest Water System by Seller within the timeframe provided above.

(E) The City does not assume any debts, liabilities, obligations, or other financial or service obligations of Seller (the "**Excluded Liabilities**"), except the Assumed Liabilities or except as may be expressly provided hereunder or as may be otherwise provided in writing. The City does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising or accruing before the Purchased Assets Closing Date, regardless of when the claim is made. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations except for the Assumed Liabilities; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations. Except for Assumed Liabilities, the City does not assume, and is not liable for, any litigation pending at the Purchased Assets Closing involving Seller or the Purchased Assets.

SECTION 3.3 PURCHASE PRICE. The aggregate purchase price for the Utility System shall be Sixty-Seven Million Dollars (\$67,000,000) (the "**Purchase Price**"), subject to the terms, adjustments and prorations provided herein. The Parties acknowledge that the City has already paid to Seller Sixteen Million Nine Hundred Thousand Dollars (\$16,900,000) (the "**Condemnation Deposit**") with respect to the City's condemnation of the North System. The amount to be paid by the City to Seller on the Purchased Assets Closing Date shall be Fifty Million

One Hundred Thousand Dollars (\$50,100,000) (the “**Purchased Assets Closing Date Payment**”), which represents the Purchase Price less the Condemnation Deposit (i.e., \$67,000,000 - \$16,900,000 = \$50,100,000). The Purchased Assets Closing Date Payment shall be payable by the City to Seller in immediately available funds at the Purchased Assets Closing by wire transfer pursuant to wire instructions to be provided by Seller to the City prior to the Purchased Assets Closing.

ARTICLE IV

CONDITIONS PRECEDENT TO THE PURCHASED ASSETS CLOSING

SECTION 4.1 PROVISION OF INFORMATION BY SELLER.

(A) Seller shall have gathered, and delivered to the City, the information described and to be encompassed by **Appendices A through T** hereof, which are more particularly described in Section 2.2 hereof, and the corporate guarantee described in Section 6.6 hereof.

(B) Seller shall have made any plans or specifications for the Southwest Water System and other information related to the operation of the Southwest Water System available to the City, or its representatives including City Utilities, for inspection during normal business hours and upon reasonable advance notice from the City.

SECTION 4.2 DUE DILIGENCE BY THE CITY. The City shall have completed its business, financial, legal, regulatory and similar due diligence to the City's satisfaction as of the execution of this Agreement. As of the Purchased Assets Closing, the City shall have discovered no facts or conditions which constitute, or could reasonably be expected to result in, a material adverse change in the properties, assets, liabilities, operations, condition (financial or otherwise) or results of operations of the Southwest Water System since the execution of this Agreement.

SECTION 4.3 ENVIRONMENTAL ASSESSMENT.

(A) Seller and the City agree that the City may direct and authorize, at the City's cost, a “Phase I” Environmental Site Assessment of any or all of the Real Property to be conveyed to the City hereunder. The Environmental Site Assessment shall be in general accordance with the scope and limitations of the American Society for Testing and Materials Designation: E 1527-97 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment (“ESA”) Process). Prior to conducting any environmental assessment other than a Phase I ESA of any or all of the Real Property to be conveyed to the City hereunder, the City shall notify Seller in writing of its desire to conduct additional environmental assessments or testing. Only if the City receives prior written approval from Seller shall it be permitted to conduct any additional testing or assessment of any or all of the Real Property to be conveyed to the City hereunder other than a Phase I ESA. Any Phase II or additional ESA of any or all of the Real Property to be conveyed to the City hereunder approved by Seller shall be conducted at the City's sole cost and expense. Prior to performing any Phase II or additional ESA of any or all of the Real Property to be conveyed to the City hereunder, the City shall provide a scope of work to Seller, and Seller shall have the right to

review and approve or disapprove such scope of work prior to any intrusive sampling of any or all of the Real Property to be conveyed to the City hereunder. In no event shall the City conduct any Phase II or additional ESA of any or all of the Real Property to be conveyed to the City hereunder without the written approval of Seller. The City shall provide any Phase I or Phase II ESA report obtained by the City to Seller within seven (7) days of the later of (1) the date of execution of this Agreement, or (2) the City's receipt of same. Seller shall obtain and deliver to the City the opinion of a qualified expert regarding an estimated cost to remediate such hazardous substances identified in the soil or groundwater, as required by applicable Environmental Laws, of any or all of the Real Property to be conveyed to the City hereunder. The City shall have the right to review and approve the opinion and the proposed remediation prior to the commencement of said remediation, which approval the City agrees shall not be unreasonably withheld. If the cost estimated for any remediation as set forth in this Section 4.3(A) is less than One Hundred Seventy Five Thousand Dollars, (\$175,000), then Seller shall be responsible for such remediation, at its expense, . If, however, the cost estimated for any remediation as set forth in this Section 4.3(A) exceeds One Hundred Seventy Five Thousand Dollars, (\$175,000), either: (1) the City shall have the option of waiving the obligation of Seller to complete any such remediation in excess of the cost of One Hundred Seventy Five Thousand Dollars (\$175,000) whether as a condition precedent to the Purchased Assets Closing or as a covenant following the Purchased Assets Closing; (2) the Parties may negotiate terms which are mutually satisfactory to the Parties to permit the Purchased Assets Closing to continue; or (3) Seller shall have the option of designating the parcel or parcels of Real Property requiring such remediation as an Excluded Asset pursuant to this Agreement. The provisions in this Section 4.3(a) shall be subject to the Deductible and the Cap set forth in Section 6.5.

(B) All ESAs are in any and all events to be completed and delivered to the City and Seller no less than thirty (30) days prior to the Purchased Assets Closing.

SECTION 4.4 SURVEYS. Seller shall provide the City with all of Seller's existing surveys of the Real Property to be conveyed to the City. The City shall have the option to order new or updated surveys of any or all Real Property being insured by the title insurance policies hereunder. The City and Seller shall each be responsible for one-half (1/2) of the costs and expenses relating to such new surveys. Any such surveys shall (A) be received not less than thirty (30) days prior to the Purchased Assets Closing and updated thereafter as required by the title insurer; (B) be satisfactory and sufficient for the title insurer to delete the standard exceptions of title insurance coverage concerning encroachments, overlays, boundary line disputes or any other adverse matter which would be disclosed by an accurate survey; (C) be certified as of the current date to the City, Seller, the title insurer or any other parties requested by the City; (D) show the location of all improvements and easements; (E) be certified by a surveyor duly licensed in the State of Indiana; and (F) comply with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys with such optional Table A responsibilities specified by the City and approved by Seller, which approval shall not be unreasonably withheld. Material adverse matters (i.e., matters that materially interfere with the present use of the Real Property) disclosed by such surveys and disclosed to Seller may be resolved by Seller in its sole and absolute discretion so that such matters may be removed as an exclusion to coverage on the title insurance commitment, at Seller's expense, prior to the issuance of any policy after the Purchased Assets Closing. Nothing shall obligate Seller

to expend any monies to resolve such survey matters. If Seller is unable or unwilling to resolve such material adverse matters prior to the Purchased Assets Closing, the City shall have the option of: (1) waiving this condition precedent to the Purchased Assets Closing; (2) designating the parcel of Real Property as an Excluded Asset pursuant to this Agreement and proceeding to the Purchased Assets Closing; or (3) terminating this Agreement, thereupon the City and Seller shall have no liability and no further obligations to each other under this Agreement.

SECTION 4.5 TITLE VERIFICATION.

(A) The City shall obtain, and deliver copies to Seller of, title insurance commitments for the Real Property to be conveyed hereunder as set forth in **Appendix A** for an ALTA form owner's title insurance policy from the Title Agent (the "**Title Policy**"). Subject to Section 4.4 and subsection (D) of this Section 4.5, any encumbrances or defects in title must be removed from any title insurance commitment prior to the Purchased Assets Closing and the subsequent Title Policy issued free and clear of encumbrances, title defects, materialman's liens or other adverse matters, created or potentially created by Seller, with the exception of: (1) taxes for the current year which are not yet due and payable, (2) the Permitted Exceptions, and (3) any encumbrance of or created by the City, including any instruments evidencing debt executed by the City at the Purchased Assets Closing.

(B) The estate or interests to be insured by the Title Policy shall consist of all Real Property identified in **Appendix A**.

(C) At the Purchased Assets Closing, or upon issuance of any Title Policy after the Purchased Assets Closing, the owner's title insurance policy shall show marketable and insurable fee simple title to the insured estate or interests vested in the City. Seller shall be responsible for all costs related to premiums and other fees and expenses for ALTA form of owner's fee simple marketable title policies for Real Property in which it has fee title and that are being conveyed to the City, including routine endorsements that are customarily issued by the Title Agent without separate or additional charge or premium, and one-half (1/2) of the cost of surveys sufficient as a condition to remove general exceptions to any such title policies for all Real Property being conveyed to the City. The City shall be responsible for all such other endorsements as it shall determine are necessary or appropriate, and one-half (1/2) of the cost of such surveys.

(D) Marketable and insurable fee simple title shall be determined according to Indiana law. If the title commitment reflects title exceptions other than the Permitted Exceptions, the City shall thereafter, within thirty (30) days, notify Seller in writing specifying the defects. Seller shall have no more than thirty (30) days from receipt of notice within which (1) to remove the defects (except for defects that are liens that will be discharged at the Purchased Assets Closing), (2) to provide notice that it intends to remove the defects, or (3) to provide notice that it disputes the defects, or (4) to provide notice that it elects not to eliminate the defects. Seller may not, however, elect to not eliminate defects that consist of filed liens of a definite and ascertainable amount. Seller shall have one hundred eighty (180) days after receipt of the City's notice to eliminate the defects that Seller elects to remove, which timeframe may extend beyond the Purchased Assets Closing. Seller may, at its option, eliminate such defects in a variety of ways including, without limitation:

(1) purchasing all or a portion of the property interest in question; (2) providing an alternate property reasonably acceptable to the City; (3) commencing an eminent domain proceeding or other legal proceeding to acquire or clear title; or, (4) reimbursing the City for reasonable expenses and costs in acquiring title to the property in an eminent domain proceeding. Any proposed elimination of a defect which does not result in the conveyance of fee simple marketable and insurable title to the parcel of Real Property to the City must be approved by the City, which approval the City agrees shall not be unreasonably delayed or withheld. If Seller or the City commences a legal proceeding to acquire or clear title, the time period to cure defects shall extend until a final determination is made in such proceeding or appeal thereof; provided Seller shall use its commercially reasonable efforts to prosecute diligently to completion any such proceeding. In the event Seller provides notice that it will not eliminate the defects, City shall have the option, within ten (10) days thereafter, to (1) waive the defect; (2) designate the parcel of Real Property as an Excluded Asset pursuant to this Agreement; or (3) terminate this Agreement and thereupon the City and Seller shall have no liability and no further obligations to each other under this Agreement. In the event Seller agreed to cure a title defect but failed to cure the title defect after the Purchased Assets Closing as provided herein, the City may require substitute property to the extent owned by Seller and not a part of the Southwest Sewer System, or payment by Seller of an amount equal to the fair market value of the property not conveyed, or portion thereof, taking into account any planned closure of existing utility plants or related facilities located thereon.

(E) At its election, the City may search the Official Records of Allen County, Indiana, and the records of the Secretary of State for Uniform Commercial Code financing statements evidencing a secured interest in the Purchased Assets other than the Real Property. Such search shall be at the City's expense. Any secured interests in the Purchased Assets other than Permitted Exceptions and those relating to Real Property must be identified by the City to Seller not less than thirty (30) days prior to the Purchased Assets Closing and must be paid off, released or terminated at Seller's expense provided that, the City's failure to identify shall not relieve Seller of its obligation hereunder to convey the Purchased Assets free and clear of all liens or encumbrances, subject to the Permitted Exceptions.

SECTION 4.6 TRANSFER OF PERMITS. At the Purchased Assets Closing, Seller shall provide the City with the applications for the transfer of the permits and governmental approvals described in **Appendix E** hereof, including, but not limited to, the procedures referenced in Title 170 of the Indiana Administrative Code, 40 C.F.R. § 122.63(d) (1998) and 47 C.F.R. § 73 (1998), and shall use all reasonable efforts to obtain the transfer of such permits. The City shall timely apply for the transfer of all permits and governmental approvals described in **Appendix E**, and Seller shall cooperate and provide all reasonably necessary assistance in this endeavor, including, but not limited to, execution at the Purchased Assets Closing of the permit transfer applications. Upon the Purchased Assets Closing, the City shall assume all obligations under the permits and governmental approvals necessary for the continued operations of the Southwest Water System occurring or accruing on or after the Purchased Assets Closing, excluding those continuing obligations which occur or accrue prior to the Purchased Assets Closing (collectively, the "Post Closing Permit Obligations"). The City and Seller acknowledge that the transfer of permits cannot be effectuated until after the Purchased Assets Closing of the transactions contemplated by this Agreement, and as such all Post Closing Permit Obligations shall constitute a post-Purchased Assets

Closing obligation of the City pending completion of transfer of any such permit or license. All charges and costs for the transfer of permits shall be paid by the City, except that any legal or consulting fees incurred by a Party shall be the responsibility of that Party, and that any governmental imposed or required filing fee to the transfer of any permit or license of Seller to the City shall be shared equally by Seller and the City.

SECTION 4.7 CONSENTS AND APPROVALS. The Parties shall have received evidence, in form and substance reasonably satisfactory to the respective counsel for the Parties, that all material consents, waivers, releases, authorizations, approvals, licenses, certificates, permits and franchises of all Persons, as may be necessary to lawfully consummate the transactions contemplated by this Agreement and the Ancillary Documents, and for the City to carry on and continue the operations of the Southwest Water System and the Purchased Assets as they are now conducted, have been obtained, including, but not limited to, the following consents and approvals:

(A) The Board of Directors of Seller shall have authorized the execution, delivery and performance by Seller of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby and thereby;

(B) The Board of Directors of Aqua America, Inc. (the ultimate shareholder of Seller) shall have authorized the execution, delivery and performance by Seller of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby and thereby;

(C) The Common Council shall have authorized the execution, delivery and performance by the City of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby and thereby;

(D) The Mayor shall have authorized the execution, delivery and performance by the City of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby and thereby;

(E) The Board of Public Works shall have authorized the execution, delivery and performance by the City of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby and thereby;

(F) The IURC shall have approved or acknowledged the transfer by Seller of the Southwest Water System and the Purchased Assets to the City;

(G) IDEM shall have acknowledged the Wholesale Agreement and the transfer by Seller of the Southwest Water System and the Purchased Assets to the City, and; and

(H) The IURC approves the issuance of the Bonds by the City to finance the Purchased Assets Closing Date Payment.

SECTION 4.8. NO PROCEEDINGS. Neither the City nor Seller shall be subject to any threatened or pending litigation, injunction, preliminary restraining order or other similar decree of a

court of competent jurisdiction prohibiting the consummation of this Agreement or the Ancillary Documents and the transactions contemplated hereby and thereby.

SECTION 4.9 SELLER'S EMPLOYEES. The City agrees, subject to the City's new hire procedures including, but not limited to, a criminal background check, and subject to Section 4.9(B), to offer employment to all of Seller's employees affected by the acquisition of the Purchased Assets. The Parties agree that the number of employees affected by the acquisition of the Purchased Assets is no more than ten (10) individuals, with no more than nine (9) of those individuals being subject to collective bargaining. City and Seller agree that Seller's employees that maintain a principal residence outside of Fort Wayne and Allen County as of the date of Closing shall not be required to change their principal residence in the event that they are hired by City pursuant to the terms and conditions of this Agreement.

(A) Offers of employment from the City to Seller's employees may begin no sooner than thirty (30) days after the execution of this Agreement and only with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Seller's employees shall have the right to accept or reject his or her respective offer of employment from the City.

(B) The City acknowledges and agrees that, if any employee of Seller rejects his or her respective offer of employment from the City, then in no event shall the City (i) hire such employee of Seller or (ii) re-offer employment to such employee of Seller, in each case for a period of at least thirteen (13) weeks following the Purchased Assets Closing Date.

(C) Any Seller employees hired by the City will be subject to the same collective bargaining, budgeting and disciplinary procedures as other City employees. The City shall assume no liabilities of any kind with respect to any employment contracts, compensation arrangements, wages due, or any benefits or benefit plan obligations as between any employee and Seller except for the Assumed Liabilities. Seller shall be responsible for payment of all wages, salaries, workers compensation claims, wage disputes, or any other liability relating to Seller employees and benefits accrued or which have arisen regarding individuals employed by Seller through the Effective Time, and the City shall have no liability therefore. The City shall be responsible for payment of all wages, salaries and benefits, under the City's benefit plans, relating to all Seller employees hired by the City for the period commencing on and from the Effective Time consistent with the City's policies, procedures and guidelines or the applicable collective bargaining agreements.

SECTION 4.10 DEADLINE TO CLOSE AND DISBURSE. Notwithstanding any other provision in this Agreement, if the Purchased Assets Closing and disbursement to Seller of the Purchased Assets Closing Date Payment, subject to the terms, adjustments and prorations provided herein, do not occur on or before December 31, 2014, then Seller or the City shall have the option of: (1) waiving this deadline or (2) terminating this Agreement (regardless whether the other Party waived this deadline), thereupon the City and Seller shall have no liability and no further obligations to each other under this Agreement.

SECTION 4.11 CONSULTING AGREEMENT. At or before the Purchased Assets Closing, the Parties shall execute a consulting agreement (the "**Consulting Agreement**"), pursuant to which Seller shall provide to the City, for a period of six (6) months following the Purchased Assets Closing Date (subject to a month-to-month extension to be agreed to by the City and Seller not to exceed three (3) additional months) engineering, legal, administrative, accounting, billing, customer service, regulatory and other related services in accordance with the terms and conditions set forth in the Consulting Agreement. The Consulting Agreement is attached hereto as Exhibit 4.11.

SECTION 4.12 SOUTHWEST SANITARY SEWER COOPERATION, PLANNING AND INFORMATION SHARING. The Parties acknowledge that, although acquisition of the Southwest Sewer System operations located in and operated by Seller in conjunction with the Southwest Water System is not a subject of this Agreement, it is in the best interests of the Parties to cooperate in the planning and operation of the Southwest Sewer System. Consequently, the Parties agree to the following:

(A) The City desires to collaborate with Seller in its master planning for sanitary sewer operations and development and Seller will consider including the City in the master planning process. Seller shall provide the City with a copy of the final updated sanitary sewer master plan once it is completed, but in no event later than twelve (12) months after the Purchased Assets Closing Date.

(B) The City and Seller shall have developed a plan of regular and on-going communication and consultation regarding sanitary sewer project development and implementation.

(C) The Parties agree that the terms provided in this Section 4.12(C) shall constitute the Sanitary Sewer Boundary Agreement (the "**Boundary Agreement**") to be effective upon consummation of the Purchased Assets Closing, and shall be deemed approved and sanctioned by the IURC upon the IURC's approval of this Agreement and the sale and transfer by Seller of the Southwest Water System and the Purchased Assets to the City. The boundaries for the area that shall be the subject of the Boundary Agreement are shown in **Appendix R** to this Agreement.

(1) The City shall not oppose, intervene or interrupt any effort by Seller to obtain a Certificate of Territorial Authority within the area marked as "City Excluded Area" in **Appendix R**. Further, the City shall not expand sanitary sewer facilities within the area marked "City Excluded Area" for a period of twenty (20) years after the Purchased Assets Closing. Notwithstanding the foregoing, this prohibition shall not apply to existing City facilities and the following "City Existing Projects":

- (a) Covington Dells Septic Relief Project;
- (b) Ridgewood Professional Park and Aboite Center Road/Huth Drive/Rosewood/Dicke Road Septic Relief Project; and
- (c) Westlawn Septic Relief Project.

(2) Seller shall agree that, for a period of twenty (20) years after the Purchased Assets Closing, it will not seek a Certificate of Territorial Authority or provide sewer service to areas of Allen County, Indiana, marked "Aqua Excluded Area" in **Appendix R**. Notwithstanding the above, this prohibition shall not apply to existing Seller facilities and the following "Aqua Existing Projects":

- (a) Covington Club Condominiums; and
- (b) Fort Wayne Country Club.

(D) The City shall agree that it will not initiate or prosecute any condemnation proceedings against the Southwest Sewer System prior to five (5) years after the Purchased Assets Closing Date, except in the event of (i) the insolvency or bankruptcy of Seller or its successors and assigns; (ii) the entry of a final and unappealable court order that Seller or its successors or assigns have materially violated a state or federal law; or (iii) the entry of a final and unappealable administrative order that Seller or its successors or assigns is a "troubled utility" under Indiana law.

(E) At the Purchased Assets Closing, the City and Seller shall execute an operations agreement (the "Operations Agreement") requiring the City to (i) provide Seller with monthly water meter readings for a period not to exceed twenty (20) years after the Purchased Assets Closing Date, and (ii) shut off City water service to a City water customer that has failed, after a period of time to be determined and notice as set forth in the Operations Agreement, to pay Seller its sanitary sewer bill. Seller shall pay to the City an agreed amount per year for actual meter readings provided and shutoffs performed.

SECTION 4.13 INFRASTRUCTURE IMPROVEMENT ASSISTANCE. At or before the Purchased Assets Closing, the City and Seller shall execute, as part of the Operations Agreement, an agreement requiring Seller to assist the City with certain infrastructure and environmental improvement initiatives that are intended to provide benefits to both the City and Seller. Seller may seek reimbursement of such contributions as recoverable costs in Seller's approved sewer rates from time to time and the City agrees not to contest Seller's application for reimbursement. Seller's obligation to participate in these initiatives is conditioned upon all of Seller's costs being recoverable through the IURC ratemaking policies and procedures. The certain initiatives are limited to the following two (2) items:

(A) Seller shall have become a full member in Greater Fort Wayne, Inc., or its successor. This full membership shall continue for the lesser of twenty (20) years, or such time as Seller no longer owns the Southwest Sewer System.

(B) Seller will provide at least Twenty-Five Thousand Dollars (\$25,000) per year to be exclusively earmarked by Seller for Seller's own sanitary sewer related infrastructure to be used as customer incentives for City-approved (with such City approval not to be unreasonably withheld or delayed) infrastructure improvements or septic system elimination projects initiated or directed by the City (with reasonable prior notice to Seller) and located in Seller's service area. This

provision shall continue for the lesser of twenty (20) years, or such time as Seller no longer owns the Southwest Sewer System.

SECTION 4.14 WATER POLLUTION TREATMENT CONTRACT. The Parties shall execute the Water Pollution Treatment Contract (the "Wholesale Agreement"). The Wholesale Agreement is attached hereto as Exhibit 4.14.

SECTION 4.15 RATE STABILIZATION. The City and Seller agree that the Operations Agreement to be executed at or before the Purchased Assets Closing shall include the following rate stabilization measures:

(A) Seller will not file for a water rate increase with the IURC in 2014 for the Southwest Water System;

(B) Seller will not file for a sewer rate increase with the IURC in 2014 or 2015 for the Southwest Sewer System; and

Prior to filing for any additional rate increases with the IURC for the Southwest Sewer System, Seller will appear before the Common Council to describe the rate increase. Nothing contained herein shall, however, be construed to require Common Council approval of any future sewer rate increase of Seller.

SECTION 4.16 BOND FINANCING. The Purchased Assets Closing is expressly conditioned upon the City obtaining all necessary approvals and authorizations to issue water utility revenue bonds in accordance with all laws applicable to the issuance of such bonds and upon such terms, conditions, and interest rates as are acceptable to the City in its commercially reasonable discretion (the "Bonds") to finance the Purchase Price on the Purchased Assets Closing Date pursuant to this Agreement.

ARTICLE V

CLOSING PROCEDURES

SECTION 5.1 DATES AND PLACE FOR ESCROW CLOSING, BOND PRE-CLOSING, BOND CLOSING AND PURCHASED ASSETS CLOSING. The Escrow Closing, Bond Pre-Closing, the Bond Closing and the Purchased Assets Closing (collectively, the "Closings") shall be held at the offices of City Utilities, 200 East Berry Street, Suite 270, Fort Wayne, Indiana 46802, on the date which is ten (10) days after the satisfaction or waiver of all conditions to the Purchased Assets Closing set forth in this Agreement, subject to the provisions of Section 4.10 of this Agreement, or at such other date as mutually agreed between the Parties (the "Purchased Assets Closing Date"). The Closings shall occur in the following order: (1) the Escrow Closing, (2) the Bond Pre-Closing, (3) the Bond Closing, and (4) the Purchased Assets Closing.

SECTION 5.2 ESCROW CLOSING.

(A) At least two (2) days prior to the Bond Closing, Seller and the City shall execute and place in escrow all documents necessary to close the transactions contemplated by this Agreement (the "**Escrow Closing**"). At the Escrow Closing, the Parties shall execute and enter into an Escrow Closing Agreement in such form as to be mutually agreed upon by the Parties (the "**Escrow Closing Agreement**"); and Seller shall furnish the documents listed in this Section 5.2, all in substantially the forms to be mutually agreed upon by the Parties. At the Escrow Closing, Seller shall also furnish any necessary assignments, estoppel letters, releases, satisfactions, terminations, and any corrective instruments reasonably requested by the City and approved by Seller.

(B) In order to secure title insurance coverage against the existence of material adverse matters recorded during the period of time between the effective date of the title insurance commitment and the date of recording of the documents creating the estate to be insured, Seller and the City agree that the escrow agent for the Escrow Closing may also be the Title Agent.

(C) The City shall pay all recording fees necessary for transfer, filing or recording the following documents affecting the transfer of the Purchased Assets to the City; these documents shall be in final form, together with any exhibits or appendices thereto, and Seller shall deliver said documents to the City in the forms to be mutually agreed upon by the Parties (collectively, the "**Closing Documents**");

(1) A Limited Special Warranty Deed in the form attached hereto as **Appendix S** for the conveyance of all Real Property set forth in **Appendix A**;

(2) A Limited Special Assignment of Easements in the form attached hereto as **Appendix T** for the Easements set forth in **Appendix B**;

(3) Transfer, Assignment and Assumption Agreement covering all contracts, agreements, permits and approvals and other interests in the Purchased Assets as set forth in **Appendices C, D, E, G, H, I, J, K, L and R**;

(4) A Bill of Sale and other documents of assignment and transfer, with full warranties of title, to all Purchased Assets, other than the Real Property set forth in **Appendix A**;

(5) Non-foreign affidavit, no-lien affidavit, "gap" affidavit, waiver and release of lien or such other forms as are customarily required for issuance of the title insurance policy referenced herein;

(6) Each of the Ancillary Agreements and any other agreements necessary to effectuate the Parties' intentions with respect to the provisions of Sections 4.11, 4.12, 4.13, 4.14 and 4.15; and

(7) Any affidavits, certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations reasonably necessary to consummate the

transactions contemplated by this Agreement and the Ancillary Documents that are approved by Seller, including, but not limited to, those instruments identified by the title insurer insuring the Real Property set forth in **Appendix A**.

(8) A certificate of Seller confirming that all representations and warranties made by Seller in Section 2.2 of this Agreement remain true and accurate as of the Purchased Assets Closing Date, or disclosing those representations and warranties that are no longer true and accurate.

SECTION 5.3 PURCHASED ASSETS CLOSING.

(A) At the Purchased Assets Closing, Seller shall (i) furnish a release of documents from the Escrow Closing, including, but not limited to, the certificate referenced above in Section 5.2(C)(8), and (ii) approve and sign the closing statement.

(B) At the Purchased Assets Closing, the City shall (i) furnish a closing statement, a certificate reaffirming the City's representations and warranties as set forth in this Agreement up to the Purchased Assets Closing Date, and a release of documents from the Escrow Closing, and (ii) approve and sign the closing statement.

(C) Seller acknowledges that the City will issue Bonds to generate proceeds to pay the Purchased Assets Closing Date Payment as described in Sections 3.3 and 4.16 hereof. Therefore, all closing procedures shall be subject to the customary and reasonable requirements of the underwriter selected by the City and the purchasers of the Bonds. The disbursement of proceeds shall be at the direction of the Title Agent in order to secure coverage against material adverse matters or defects in title which are recorded during the period of time between the effective date of the title insurance commitment and the date of recording of the document creating the estate or interest to be insured.

(D) From time to time prior to and after the Purchased Assets Closing, each Party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, limited special warranty deeds, limited special assignments, transfers or other documentation for (1) confirming deeds or correcting title in the name of the City or perfecting possession by the City of any or all of the Purchased Assets (other than the Real Property) in existence or use at the time of the Purchased Assets Closing, including the establishment of Easements of record, without resort to litigation, expenditure of monies or other extraordinary means, provided that Seller's obligations pursuant to this Section 5.3(D) shall be subject to Section 6.5, or (2) otherwise fulfilling the obligations of the Parties hereunder. No such further acts, deeds, assignments or transfers requested shall exceed or expand Seller's obligations under this Agreement.

SECTION 5.4 PROPERTY TAXES. All real estate and personal taxes based upon the assessed value of the Real Property and the Purchased Assets in the year prior to the Purchased Assets Closing and payable in the Purchased Assets Closing year shall be paid by Seller. Real Estate and personal property taxes based upon the assessed value of the Real Property and the

Purchased Assets in the year of the Purchased Assets Closing payable in the year following the Purchased Assets Closing shall be prorated between Seller and the City to the Purchased Assets Closing Date. Seller shall be required to escrow through the Title Agent for payment to the Treasurer of Allen County an amount equal to the current ad valorem taxes, personal property taxes, and assessments due (real and personal), prorated through the Purchased Assets Closing Date in accordance with article 6.1 *et seq.*, of the Indiana Code. The City shall cooperate with Seller in its effort to recover any taxes paid in excess of that due through the Purchased Assets Closing Date. The amount escrowed will be based upon the real estate and personal property taxes of the prior year that are due and payable in the year of the Purchased Assets Closing.

SECTION 5.5 ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS. Seller hereby agrees to cooperate with the City to ensure an orderly transition of all of its customers of the Southwest Water System with respect to billing and customer service activities, including, but not limited to, working with the City on a compatible format for transfer of customer data. The Parties agree that the City will be entitled to all customer billings with respect to water collection and treatment services for the period at or after the Effective Time, and Seller will be entitled to all such billings prior to the Effective Time, such billings being considered an Excluded Asset under this Agreement. After the Effective Time, any payments received by the City or Seller with respect to utility services provided utilizing the Purchased Assets shall belong to the City or Seller as provided above. If such payment or the documentation relating thereto does not indicate whether such payment is for the period prior to or after the Effective Time, the City and Seller shall jointly determine whether the payment belongs to the City or Seller. If either the City or Seller receives a payment which under the terms of this Agreement properly belongs to the other, the Party in receipt of such payment shall hold such payment in trust for the other Party and shall turn the payment over to the other Party upon receipt thereof without any right of setoff. Seller shall be entitled to apply any and all customers deposits against all past due accounts prior to the Effective Time. Seller shall refund, either directly or indirectly, all remaining customer deposits and accrued interest thereon through the Effective Time to Seller's customers of the Southwest Water System. Seller shall provide, by customer account, a reconciliation of accrued interest up to the Effective Time.

SECTION 5.6 CONNECTION CHARGES.

(A) Sums collected by Seller in the ordinary course of business for connection charges, including capacity, deferred standby fees or service availability charges of any type (collectively referred to herein as "**Connection Charges**"), up to the Effective Time shall remain Seller's sole and separate property with no claim of the City therefore to the extent that such connections are physically connected to the Southwest Water System prior to the Effective Time. To the extent such connections are not physically connected to the Southwest Water System prior to the Effective Time, then Seller shall transfer the Connection Charges for such connections to the City at the Purchased Assets Closing.

(B) All sums collected from and after the Effective Time relative to the use of, or connection to, the Southwest Water System shall be paid to the City, with no claim of Seller therefore.

SECTION 5.7 PROFESSIONAL FEES; COSTS. Each Party shall be responsible for securing its own counsel for representation in connection with the negotiation of this Agreement, and all other matters associated with performance, termination or the Closings hereunder; and, unless otherwise specified herein, each Party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection therewith.

SECTION 5.8 RISK OF LOSS. At all times prior to and through the Effective Time, Seller shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon Seller. The risk of loss shall pass to the City at the Effective Time.

ARTICLE VI

COVENANTS

SECTION 6.1 RIGHT TO ENTER; COOPERATION. After the date of execution of this Agreement until the Purchased Assets Closing, Seller shall cooperate with the reasonable due diligence procedures of the City and shall provide the City and its representatives with reasonable access to Seller's books and records for the Southwest Water System, including all relevant records of inventories, capital expenditures, maintenance and monthly billings, in the format currently maintained, and reasonable access to the facilities and properties of the Southwest Water System, all upon twenty four (24) hours' prior written notice to Seller and during normal business hours; provided, however, that such access shall not be had or done in any such manner so as to unreasonably interfere with the normal conduct of the Southwest Water System or the Purchased Assets.

SECTION 6.2 CONDUCT BETWEEN EXECUTION AND PURCHASED ASSETS CLOSING. After the date of execution of this Agreement until the Purchased Assets Closing, except as the Parties may otherwise mutually agree, Seller (i) shall conduct the operations of the Southwest Water System only in the ordinary course of business in accordance with past practices and procedures, and use commercially reasonable efforts to maintain the business and assets (including the Purchased Assets) of the Southwest Water System, and (ii) shall not, other than in the ordinary course of business, without the prior written notice and consent of the City, which consent the City agrees shall not be unreasonably withheld, conditioned or delayed:

(A) Dispose of or incur liabilities with respect to, pledge, mortgage, grant a security interest in or encumber any Purchased Assets;

(B) Increase the base compensation of any employee of the Southwest Water System other than routine annual raises and merit increases; provided, however, this restriction shall not apply to officers, directors, and executive level employees of Seller;

(C) Enter into, amend or modify any employment or severance agreement or increase, terminate, amend or otherwise modify in any material respect any plan or arrangement for the benefit of employees of the Southwest Water System; or

(D) Increase any liabilities or obligations of the Southwest Water System other than in the ordinary course of business consistent with past practices and the expense projections provided to the City, including, without limitation, any capital expenditure programs.

Notwithstanding the foregoing, Seller shall have the right until the Purchased Assets Closing, and in its sole and absolute discretion, to settle any or all disputes provided such settlement does not modify Southwest Water System rates, fees, charges or revenue or materially modify the Purchased Assets.

SECTION 6.3 NORTH SYSTEM LITIGATION.

(A) After the date of execution of this Agreement until the Purchased Assets Closing, the Parties shall file with the Wells County Circuit Court a joint motion to stay proceedings pending settlement to stay the North System Litigation.

(B) Concurrently with the consummation of the Purchased Assets Closing, the Parties agree to amicably resolve and settle the North System Litigation. Immediately following the Purchased Assets Closing, the City and Seller shall file with the Wells County Circuit Court a joint motion to dismiss the North System Litigation with prejudice at the City's costs (costs paid). All costs and expenses related to the preparation and filing of such motion to dismiss with prejudice shall be paid by the City, except for any legal or consulting fees incurred by a Party, which shall be the responsibility of that Party. Neither the City nor Seller shall be or deemed to be a prevailing party or entitled to or make a claim for any court costs, expenses or attorney fees arising out of or in any manner related to the North System Litigation.

SECTION 6.4 CITY'S LIABILITIES. The City shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the City after the Purchased Assets Closing from its ownership and operation of the North System, the Southwest Water System or the Purchased Assets. It is further agreed that any obligations of the City arising out of or in any manner in connection with this Agreement, whether for payment of the Purchased Assets Closing Date Payment, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Utility System or any other property owned or operated by the City.

SECTION 6.5 SELLER'S LIABILITIES / LIMITATIONS. Seller shall not be liable to the City for any liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses resulting from, relating to or arising out of any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller arising out of or under this Agreement, or from any misrepresentation in, or omission from, any Appendix or information furnished by Seller pursuant to this Agreement, unless and until the City shall have sustained cumulative losses as a result of one or more claims of Two Hundred and Fifty Thousand

Dollars (\$250,000) (the “**Deductible**”) in which event Seller shall be responsible only for losses exceeding the Deductible. Once the aggregate of losses exceeds the Deductible, the maximum liability for which Seller shall reimburse the City for losses arising out of or caused by intentional breach of this Agreement, fraud or lack of due authority, shall not exceed the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the “**Cap**”).

SECTION 6.6 CORPORATE GUARANTEE. At the Purchased Assets Closing, Seller shall provide a corporate guarantee by Aqua Indiana, Inc., in a form satisfactory to the City’s counsel that shall guarantee and ensure payment and performance of any and all obligations of Seller arising under this Agreement from and after the Purchased Assets Closing Date.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1 APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

(B) The Parties to this Agreement expressly consent to the jurisdiction of, and agree that exclusive venue and jurisdiction for any litigation arising under this Agreement shall be in, any state court located in any county that is directly contiguous with Allen County, Indiana and in the U.S. District Court for the Northern District of Indiana.

SECTION 7.2 NOTICE.

(A) All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the Parties at the following addresses:

If to the City, to: Fort Wayne City Utilities
200 East Berry Street, Suite 270
Fort Wayne, Indiana 46802
Attention: Kumar Menon, Director

With a copy to: Faegre Baker Daniels LLP
111 East Wayne Street, Suite 800
Fort Wayne, Indiana 46802
Attention: Jon A. Bomberger, Esq.

If to Seller, to: Utility Center, Inc.
5750 Castle Creek Parkway N. Dr., Suite 314
Indianapolis, Indiana 46250
Attention: Thomas M. Bruns, President

With a copy to: Aqua Indiana, Inc.
Attn: General Counsel
762 W. Lancaster Ave.
Bryn Mawr, Pennsylvania 19010

(B) Any written notice given to one person in subsection (A) of this Section 7.2 shall also be copied and provided to all other persons identified in subsection (A) of this Section 7.2.

(C) The Parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by electronic correspondence or by facsimile transmission or five (5) days after the date mailed.

SECTION 7.3 ASSIGNMENT AND JOINDER. Neither Seller nor the City shall have the power or authority to assign this Agreement or any of its respective rights, duties or obligations hereunder to a third party, without the prior written consent of the other Party. This Agreement shall be construed as solely for the benefit of the City and Seller, and their successors by law, and no claim or cause of action shall accrue to or for the benefit of any other third party by reason hereof.

SECTION 7.4 AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon either Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 7.5 ENTIRE AGREEMENT. This Agreement, including the Ancillary Documents, is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 7.6 EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with its terms, this Agreement shall then become void and have no effect, with no liability on the part of any of the Parties to this Agreement or their affiliates, except that nothing shall relieve a Party from liability for any breach of this Agreement.

SECTION 7.7 PUBLICITY; ANNOUNCEMENTS. The Parties agree to issue an initial press release announcing the consummation of the transactions contemplated by this Agreement to be issued promptly following the date of execution of this Agreement and in a form

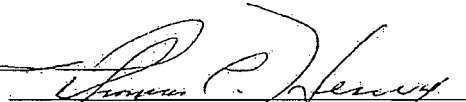
which is prepared by the City and reasonably satisfactory to Seller. To the extent practicable and as permitted by law, the City will coordinate with Seller regarding the timing and content of any City notices or public statements regarding the transaction contemplated by this Agreement until the expiration of fifteen (15) days after the Purchased Assets Closing Date.

SECTION 7.8 COUNTERPARTS. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all of the Parties notwithstanding that all the Parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or portable document file ("**PDF**") is to be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any facsimile or PDF document is to be re-executed in original form by the Parties who executed the facsimile or PDF document. No Party may raise the use of a facsimile machine or PDF or the fact that any signature was transmitted through the use of a facsimile machine or by PDF as a defense to the enforcement of this Agreement or any other document executed in compliance with this Section 7.8.

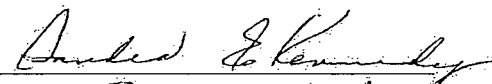
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IN WITNESS WHEREOF, the City and Seller have caused this Agreement to be duly executed and entered into on the date first above written.

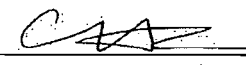
CITY OF FORT WAYNE, INDIANA

By: 
Thomas C. Henry, Mayor

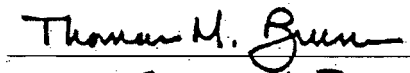
Attest:


Printed: Sandra E. Kennedy
Title: CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:


Printed: Carol T. Helton
Title: CITY ATTORNEY

UTILITY CENTER, INC.


Printed: Thomas M. Brunis
Title: PRESIDENT

APPENDIX A

Schedule of Real Property

APPENDIX A
Schedule of Real Property

Description	Street Address (per tax record)	Parcel #	Local Parcel #	Legal Description
Aboite Water Treatment Plant	3531 Turf Lane, Fort Wayne IN, 46804	02-11-15-429-006.000-075	11-2037-0178	Aboite Meadows SEC C BLK 5 Lot 178 & N 50 FT of Lot 179. Calculated acreage .69.
Covington Road Wells 5 & 6	14500 Covington Road, Fort Wayne IN, 46814	02-11-18-206-017.000-038	11-0018-0018	1-18-1-003 E 50 of N 300 FT W 1/2 NE 1/4 & S 700 of N 1200 of E 600 Ft W 1/2 NE 1/4 SEC 18. Calculated acreage 10.21.
Covington Road Well	14501 Covington Road (rear), Fort Wayne IN, 46814	02-11-18-276-001.000-038	11-0018-0020	1-17-1-002.1 S 198 of W 440 FT E 1/2 NE 1/4 & 20 x 1343.08 FT TR Adj on NW Sec 18. Calculated Acreage 2.62.
LaFayette Meadows Tower (with access easement)	10736 Lower Huntington Road, Roanoke, IN 46783	02-16-09-226-002.001-048	Not listed	N 218.77 of S 479.52 FT of W 200.15 Ft Lot 3 Seeks Reserve. Calculated acreage 1.
Aboite Tower 1 - Turf Lane	3500 Turf Lane, Fort Wayne IN, 46804	02-11-15-401-001.000-075	11-0015-0019	1-15-1-063.1 N 430 Ft W 1/2 SE 1/4 SEC 15. Calculated acreage 13.05.
Aboite Well 2	9610 Pinto Lane, Fort Wayne, IN 46804	02-11-15-428-006.000-075	11-2037-0143	Aboite Meadows SEC C BLK 5 LOT 143. Calculated acreage .33.
Chestnut Hills Water Treatment Plant	12308 Illinois Road, Fort Wayne IN, 46814	02-11-04-352-002.000-038	11-0004-0038	150'X282.55' Tr SW 1/4 SW 1/4 Sec 4 EX pt to rd. Calculate acreage .90.

02-11-15-429-006.000-075

UTILITY CENTER INC

3531 TURF LN

870, Water Distribution Company, Com

Aboite Rural 075/91100-075

1/2

Parcel Number
02-11-15-429-006.000-075Local Parcel Number
11-2037-0178

Tax ID:

Routing Number
1-15-1-183Property Class 870
Water Distribution Company, Comm

Year: 2013

County
AllenTownship
ABOITE TOWNSHIPDistrict 075 (Local 059)
075 FORT WAYNE ABOITE (58)
School Corp 0125
M.S.D. SOUTHWEST ALLEN COUNeighborhood 91100-075
Aboite Rural 075Section/Plat
0153011Location Address
3531 TURF LN
FORT WAYNE, IN 46804

Zoning

Subdivision

Lot

AAMH Park
N/A

Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage

Other

Printed Monday June 24 2013

UTILITY CENTER INC
C/O DELOITTE & TOUCHE PROP TA
1111 W HAMILTON ROAD S
FORT WAYNE, IN 46814Date Owner
01/01/1900 UTILITY CENTER INCDoc ID Code Book/Page Sale Price
WD / \$0ABOITE MEADOWS SEC C BLK 5 LOT
LOT 178 & N 50 FT OF LOT 179

Utility

2013	Assessment Year	2013	2012	2011	2010	2009
WMP	Reason For Change	AA	GenReval	AA	AA	GenReval
01/13/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
	Equalization Factor					
	Notice Required	✓		✓	✓	✓
\$20,700	Land	\$20,700	\$20,700	\$20,700	\$20,700	\$27,700
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$20,700	Land Non Res (3)	\$20,700	\$20,700	\$20,700	\$20,700	\$0
\$37,800	Improvement	\$37,800	\$36,000	\$36,200	\$21,500	\$21,200
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$37,800	Imp Non Res (3)	\$37,800	\$36,000	\$35,200	\$21,500	\$0
\$58,500	Total	\$58,500	\$56,700	\$55,900	\$42,200	\$48,900
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$58,500	Total Non Res (3)	\$58,500	\$56,700	\$55,900	\$42,200	\$0

Land	Pricing	Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl. %	Res	Market	Value
Type	Method	ID	Front				Rate	Value		Elig %	Factor	
11	OA		0	0.6887	1.00	\$30,000	\$30,000	\$20,661	0%	0%	1.0000	\$20,660

Calculated Acreage	0.69
Actual Frontage	0
Developer Discount	
Parcel Acreage	0.00
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$20,700
Total Value	\$20,700

Data Source N/A

Collector

Appraiser

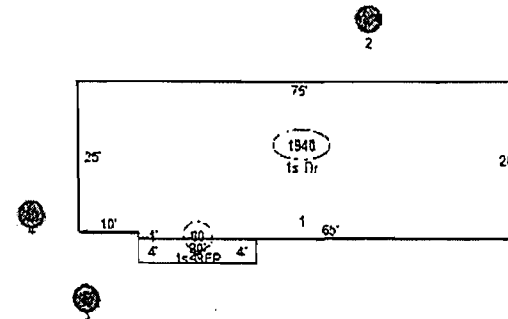
Occupancy C/I Building Pre. Use Small Shop
 Description C/I Building C 01 Pre. Framing Wood Joist
 Story Height 1 Pre. Finish Semi-Finished

Wall Type 1(202')
 Heating 1940 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0	0	0	0			
Water Heaters	0	0	0	0	Low Prof	Ext Sheat	Insulatio
Add Fixtures	0	0	1	1	SteelGP	AluSR	Ini Lmer
Total	0	0	1	1	HGSR	PPS	Sand Pnl
Description	Area		Value				
Porch. Open Frame	80		\$3,500				

AQUA SOURCE

WELL HOUSE



Pricing Key	GCI	GCI
Use	SMSHOP	INDOFF
Use Area	1624 sqft	316 sqft
Area Not in Use	0 sqft	0 sqft
Use %	83.7%	16.3%
Eff Perimeter	202'	202'
PAR	10	10
# of Units / AC	/ N	/ N
Avg Unit size		
Floor	1	1
Wall Height	9'	12'
Base Rate	\$81.31	\$112.63
Frame Adj	(\$10.32)	\$0.00
Wall Height Adj	(\$5.85)	\$0.00
Dock Floor	\$0.00	\$0.00
Roof Deck	\$0.00	\$0.00
Adj Base Rate	\$65.14	\$112.63
BPA Factor	1.00	1.00
Sub Total (rate)	\$65.14	\$112.63
Interior Finish	\$0.00	\$0.00
Partitions	\$0.00	\$0.00
Heating	\$0.00	\$0.00
A/C	\$0.00	(\$4.73)
Sprinkler	\$0.00	\$0.00
Lighting	\$0.00	\$0.00
Unit Finish	\$0.00	\$0.00
GCK Adj.	\$0.00	\$0.00
S.F. Price	\$65.14	\$107.90
Sub-Total		
Unit Cost	\$0.00	\$0.00
Elevated Floor	\$0.00	\$0.00
Total (Use)	\$105,787	\$34,096

Description	Value	Description	Value
Sub-Total (all floors)	\$139,884	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$144,784
Plumbing	\$1,400	Quality (Grade)	\$144,785
Other Plumbing	\$0	Location Multiplier	0.93
Special Features	\$0	Repl. Cost New	\$134,649
Exterior Features	\$3,500		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co	Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 01	0%	1	Brck	C	1965	1971	42	A		\$50.78	0.93	\$50.78	8'x8'	\$3,022	40%	\$1,810	0%	100%	1.00	1.0000	\$26,900
2: Utility Shed C 01	0%	1		C	1999	1999	14	A		\$3.09	0.93	\$3.09	1360 sqft	\$3,802	8%	\$3,590	0%	100%	1.00	1.0000	\$3,600
3: Paving	0%	1		C	2010	2010	3	A		\$16.20	0.93	\$16.20	48' x 6'	\$723	20%	\$580	0%	100%	1.00	1.0000	\$600
4: Fencing Wood	0%	1		C	2010	2010	3	A		\$11.72	0.93	\$11.72	354' x 6'	\$5,281	8%	\$4,860	0%	100%	1.00	1.0000	\$4,900

[HOME](#) [RESIDENTS](#) [BUSINESS](#) [VISITORS](#) [COMMUNITY](#) [GOVERNMENT](#) [COURTS](#) [LINKS](#) [NEWS ARCHIVES](#)[Home](#) Allen County - Public Access Tax Information

Search	Owner Name	Enter Address (or Search):	2014	Search	Fee ID Number	Duplicate Number
		3531 TURF				

Property found at this location:

	Taxpayer Name:	Utility Center Inc
		1111 W Hamilton Rd S
	Property Address:	Fort Wayne, IN 46814 -
		3531 Turf La
		Fort Wayne, IN 46804 -
	Tax Year / Pay Year:	2013 Payable 2014
	Homestead Verification Filed:	No
	Parcel Number	02-11-15-429-006.000-075
	Duplicate Number:	1803129
	Taxing District:	PW Aboite
	Property Type:	Real
	Billed Mortgage Company:	
	Legal Description:	
		Aboite Meadows Sec C Bk 5 Lot 178 & N 50 Ft. Of Lot 179
		Approx. 1.00 Acres & 100' x 100' x 100' x 100'

Total Net Property Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Penalty & Fees:	\$0.00
Property Tax Adjustments:	\$0.00
Other Assessments:	
Current Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Other Assess Adjustments:	\$0.00
Less Payments Received:	\$0.00
Current Account Balance:	\$0.00

Details | Deductions | Other Charges | Tax Distribution | Tax Summary | Bill Credits | Property Summary

Streets Imagery Hybrid

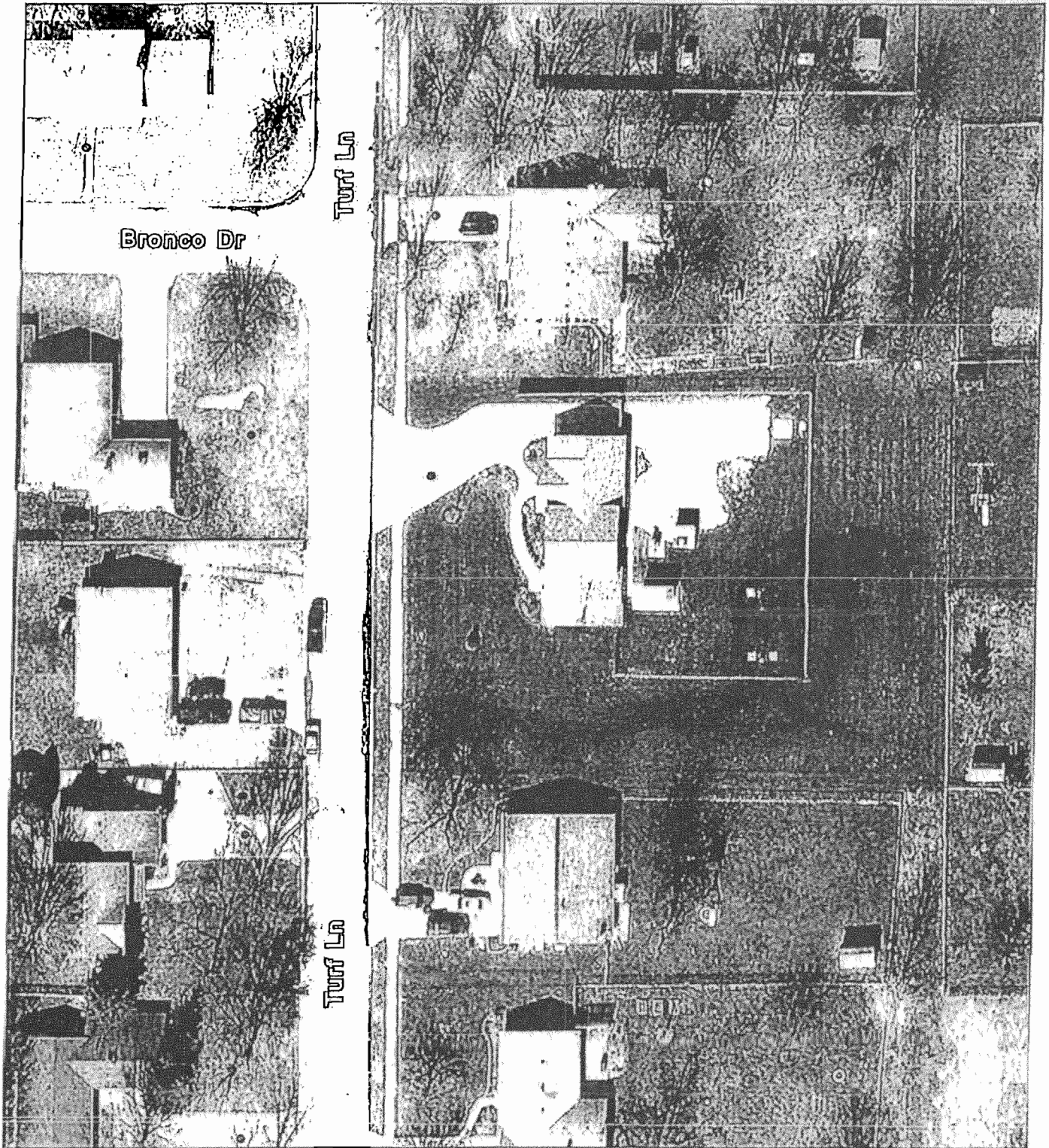
Property Taxes for TaxYr: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

[SITEMAP](#) [POLICIES](#) [PRIVACY POLICY](#)

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Allen County iMap



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

©2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 3/5/2014 1" = 50'

02-11-18-206-017.000-038

UTILITY CENTER

14511

14500 COVINGTON RD

870, Water Distribution Company, Com

Aboite Rural 038/91100-038

1/6

Parcel Number
02-11-18-206-017.000-038Local Parcel Number
11-0018-0018

Tax ID:

Routing Number
1-18-1-003Property Class 870
Water Distribution Company, Comm

Year: 2013

County
AllenTownship
ABOITE TOWNSHIPDistrict 038 (Local 011)
038 ABOITE (11)School Corp 0125
M.S.D. SOUTHWEST ALLEN COUNeighborhood 91100-038
Aboite Rural 038Section/Plat
0193011Location Address
14500 COVINGTON RD
FORT WAYNE, IN 46814

Zoning

Subdivision

Lot

AAMH Park
N/ATopography
RollingPublic Utilities
AllStreets or Roads
Paved

Neighborhood Life Cycle Stage

Other

Printed Monday June 24 2013

UTILITY CENTER
C/O DELOITTE & TOUCHE PROP TA
1111 WEST HAMILTON RD SOUTH
FORT WAYNE, IN 46814Date
01/01/1900Owner
UTILITY CENTERDoc ID Code
WDBook/Page
/Sale Price
\$01-18-1-003
E 50 OF N 500 FT W1/2 NE1/4
& S 700 OF N 1200 OF E 600 FT
W1/2 NE1/4 SEC 18

Utility

2013	Assessment Year	2013	2012	2011	2010	2009
WIP	Reason For Change	AA	GenReval	AA	AA	GenReval
01/13/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
	Equalization Factor					
	Notice Required	✓	✓	✓	✓	✓
\$306,300	Land	\$306,300	\$306,300	\$204,200	\$204,200	\$204,200
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$306,300	Land Non Res (3)	\$306,300	\$306,300	\$204,200	\$204,200	\$0
\$153,100	Improvement	\$153,100	\$148,700	\$154,800	\$173,900	\$181,000
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$153,100	Imp Non Res (3)	\$153,100	\$148,700	\$154,800	\$173,900	\$0
\$459,400	Total	\$459,400	\$455,000	\$359,000	\$378,100	\$385,200
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$459,400	Total Non Res (3)	\$459,400	\$455,000	\$359,000	\$378,100	\$0

Land	Pricing	Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl. %	Res	Market	Value
Type	Method	ID	Front				Rate	Value		Elig %	Factor	
11	OA		0	10.2100	1.00	\$30,000	\$30,000	\$306,300	0%	0%	1.0000	\$306,300

Calculated Acreage	10.21
Actual Frontage	0
Developer Discount	
Parcel Acreage	10.21
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	10.21
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$306,300
Total Value	\$306,300

Data Source N/A

Collector

Appraiser

02-11-18-206-017:000-038

UTILITY CENTER

14500 COVINGTON RD

870, Water Distribution Company, Com Aboite Rural 038/91100-038 2/6

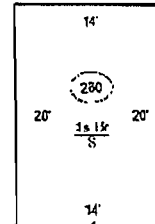
Occupancy C/I Building Pre. Use Small Shop
 Description C/I Building C 03 Pre. Framing Fire Resistant
 Story Height 1 Pre. Finish

AQUA SOURCE WELL HOUSE

Wall Type 2(68')
 Heating 280 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0	0	0	0			
Water Heaters	0	0	0	0	Low Prof	Ext Sheat	Insulation
Add Fixtures	0	0	0	0	SteelGP	AluSR	Int Lner
Total	0	0	0	0	HGSR	PPS	Sand Pnt

Description	Area	Value
-------------	------	-------



2

Pricing Key GCI
 Use SMSHOP
 Use Area 280 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 68'
 PAR 24
 # of Units / AC /N
 Avg Unit size
 Floor 1
 Wall Height 8'
 Base Rate \$228.39
 Frame Adj \$0.00
 Wall Height Adj (\$45.36)
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$183.03
 BPA Factor 1.00
 Sub Total (rate) \$183.03
 Interior Finish (\$1.84)
 Partitions (\$1.80)
 Heating \$0.00
 A/C \$0.00
 Sprinkler \$0.00
 Lighting \$0.00
 Unit Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$179.39
 Sub-Total
 Unit Cost \$0.00
 Elevated Floor \$0.00
 Total (Use) \$50,229

Description	Value	Description	Value	Sub-Total (all floors)	\$50,229	Garages	\$0
				Racquetball/Squash	\$0	Fireplaces	\$0
				Theater Balcony	\$0	Sub-Total (building)	\$50,229
				Plumbing	\$0	Quality (Grade)	\$50,230
				Other Plumbing	\$0	Location Multiplier	0.93
				Special Features	\$0	Repl. Cost New	\$46,713
				Exterior Features	\$0		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 03	0%	1	Brck	C	1987	1987	26	A	\$13.69	0.93	\$16.64	2260' x 6'	\$46,713	74%	\$12,150	0%	100%	1.00	1.0000	\$12,200
2: Fencing C 03	0%	1		C	1987	1987	26	A	\$13.69	0.93	\$16.64	2260' x 6'	\$35,780	80%	\$7,160	0%	100%	1.00	1.0000	\$7,200

Total all pages \$153,100

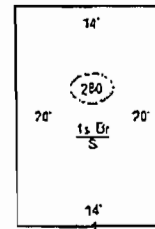
Total this page \$19,400

Occupancy C/I Building Pre. Use Small Shop
 Description C/I Building C 04 Pre. Framing Wood Joist
 Story Height 1 Pre. Finish

Wall Type 2(68")
 Heating 280 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks			0				
Water Heaters		0		0	Low Prof	Ext Sheat	Insulatio
Add Fixtures	0	0	0	0	Steel/GP	AluSR	Int Liner
Total	0	0	0	0	HGSR	PPS	Sand Pnl

Description	Area	Value
-------------	------	-------



AQUA SOURCE WELL HOUSE

Pricing Key GCI
 Use SMSHOP
 Use Area 280 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 66'
 PAR 24
 # of Units / AC / N
 Avg Unit size
 Floor 1
 Wall Height 8'
 Base Rate \$228.39
 Frame Adj (\$10.36)
 Wall Height Adj (\$43.86)
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$174.17
 BPA Factor 1.00
 Sub Total (rate) \$174.17
 Interior Finish (\$1.84)
 Partitions (\$1.80)
 Heating \$0.00
 A/C \$0.00
 Sprinkler \$0.00
 Lighting \$0.00
 Unit Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$170.53
 Sub-Total \$47,748
 Quality (Grade) \$47,749
 Location Multiplier 0.93
 Repl. Cost New \$44,406
 Total (Use) \$47,748

										Lighting		\$0.00								
Description		Value	Description		Value	Sub-Total (all floors)		\$47,748	Garages		\$0	Unit Finish		\$0.00						
			Racquetball/Squash		\$0				Fireplaces		\$0	GCK Adj.		\$0.00						
			Theater Balcony		\$0				Sub-Total (building)		\$47,748	S.F. Price		\$170.53						
			Plumbing		\$0				Quality (Grade)		\$47,749	Sub-Total								
			Other Plumbing		\$0				Location Multiplier		0.93	Unit Cost		\$0.00						
			Special Features		\$0				Repl. Cost New		\$44,406	Elevated Floor		\$0.00						
			Exterior Features		\$0							Total (Use)		\$47,748						
Description		Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 04		0%	1	Snck	C	1987	1987	26 A		0.93			\$44,406	80%	\$8,880	0%	100%	1.00	1.0000	\$8,900

02-11-18-206-017.000-038

UTILITY CENTER

14500 COVINGTON RD

870, Water Distribution Company, Com

Aboite Rural 038/91100-038

4/6

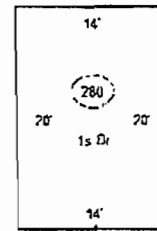
Occupancy C/I Building Pre. Use Small Shop
 Description C/I Building C 05 Pre. Framing Fire Resistant
 Story Height 1 Pre. Finish

SOURCE WELL HOUSE

Wall Type 2(68")
 Heating 280 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0	0	0	0			
Water Heaters	0	0	0	0	Low Prof	Ext Sheat	Insulation
Add Fixtures	0	0	0	0	SteelGP	AluSR	Int Liner
Total	0	0	0	0	HGSR	PPS	Sand Pnl

Description	Area	Value
-------------	------	-------



Pricing Key GCI
 Use SMSHOP
 Use Area 280 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 68"
 PAR 24
 # of Units / AC / N
 Avg Unit size

Floor 1
 Wall Height 7'
 Base Rate \$228.39
 Frame Adj \$0.00
 Wall Height Adj (\$52.92)
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$175.47
 BPA Factor 1.00
 Sub Total (rate) \$175.47
 Interior Finish (\$1.84)
 Partitions (\$1.80)
 Heating \$0.00
 A/C \$0.00
 Sprinkler \$0.00
 Lighting (\$0.22)
 Unit Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$171.61
 Sub-Total
 Unit Cost \$0.00
 Elevated Floor \$0.00
 Total (Use) \$48,051

Description	Value	Description	Value
-------------	-------	-------------	-------

Sub-Total (all floors)	\$48,051	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$48,051
Plumbing	\$0	Quality (Grade)	\$48,052
Other Plumbing	\$0	Location Multiplier	0.93
Special Features	\$0	Repl. Cost New	\$44,687
Exterior Features	\$0		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 05	0%	1	Brick	C	1987	1987	26 A		0.93			\$44,687	74%	\$11,620	0%	100%	1.00	1.0000	\$11,600

Total all pages

\$153,100

Total this page

\$11,600

02-11-18-206-017.000-038

UTILITY CENTER

14500 COVINGTON RD

870, Water Distribution Company, Com

Aboite Rural 038/91100-038

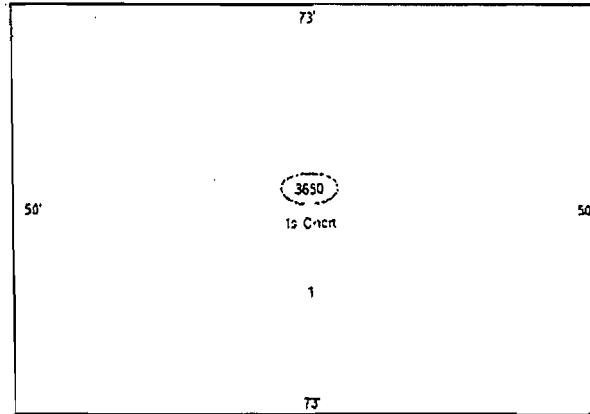
5/6

Occupancy C/I Building Pre. Use Small Shop
 Description C/I Building C 06 Pre. Framing Wood Joist
 Story Height 1 Pre. Finish Unfinished

Wall Type 1(246)
 Heating 3650 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0		0				
Water Heaters	0		0		Low Prof	Ext Sheet	Insulatio
Add Fixtures	0	0	2	2	SteelGP	AluSR	Int Liner
Total	0	0	2	2	HGSR	PPS	Sand Pnl

Description	Area	Value
-------------	------	-------



Pricing Key GCI
 Usa SMSHOP
 Use Area 3650 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 246'
 PAR 7
 # of Units / AC / N

Avg Unit size
 Floor 1
 Wall Height 16'
 Base Rate \$60.40
 Frame Adj (\$10.32)
 Wall Height Adj \$1.26
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$51.34
 BPA Factor 1.00
 Sub Total (rate) \$51.34
 Interior Finish \$0.00
 Partitions \$0.00
 Heating \$0.00
 A/C \$0.00
 Sprinkler \$0.00
 Lighting \$0.00
 Unlt Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$51.34
 Sub-Total
 Location Multiplier 0.93
 Repl. Cost New \$176,878
 Elevated Floor \$0.00
 Total (Use) \$187,391

Description	Value	Description	Value
-------------	-------	-------------	-------

Sub-Total (all floors)	\$187,391	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$190,191
Plumbing	\$2,800	Quality (Grade)	\$190,192
Other Plumbing	\$0	Location Multiplier	0.93
Special Features	\$0	Repl. Cost New	\$176,878
Exterior Features	\$0		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 06	0%	1	Concrete	C	2001	2001	12 A		0.93			\$176,878	36%	\$113,200	0%	100%	1.00	1.0000	\$113,200

Total all pages

\$153,100

Total this page

\$113,200

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Search	Enter Address for Search:	2014	Search	Map	Tools
Owner Name	14511 COVINGTON				
Property found at this location:					
Taxpayer Name:		Utility Center 1111 W Hamilton Rd S			
Property Address:		Fort Wayne, IN 46814- 14500 Covington Rd Fort Wayne, IN 46814-			
Tax Year / Pay Year:		2013 Payable 2014			
Homestead Verification Filed:		No			
Parcel Number		02-11-18-206-017-000-030			
Duplicate Number:		1803830			
Taxing District:		Aboite			
Property Type:		Res			
Billed Mortgage Company:					
Legal Description		E 50 OF N 500 FT W 1/2 NE 1/4 & S 700 OF N 1200 OF E 600 FT W 1/2 NE 1/4 Sec 10			
Total Net Property Tax:		\$0.00			
Delinquent Taxes:		\$0.00			
Delinquent Penalties:		\$0.00			
Penalty & Fees:		\$0.00			
Property Tax Adjustments:		\$0.00			
Other Assessments:		\$0.00			
Current Taxes:		\$0.00			
Delinquent Taxes:		\$0.00			
Delinquent Penalties:		\$0.00			
Other Assess Adjustments:		\$0.00			
Less Payments Received:		\$0.00			
Current Account Balance:		\$0.00			

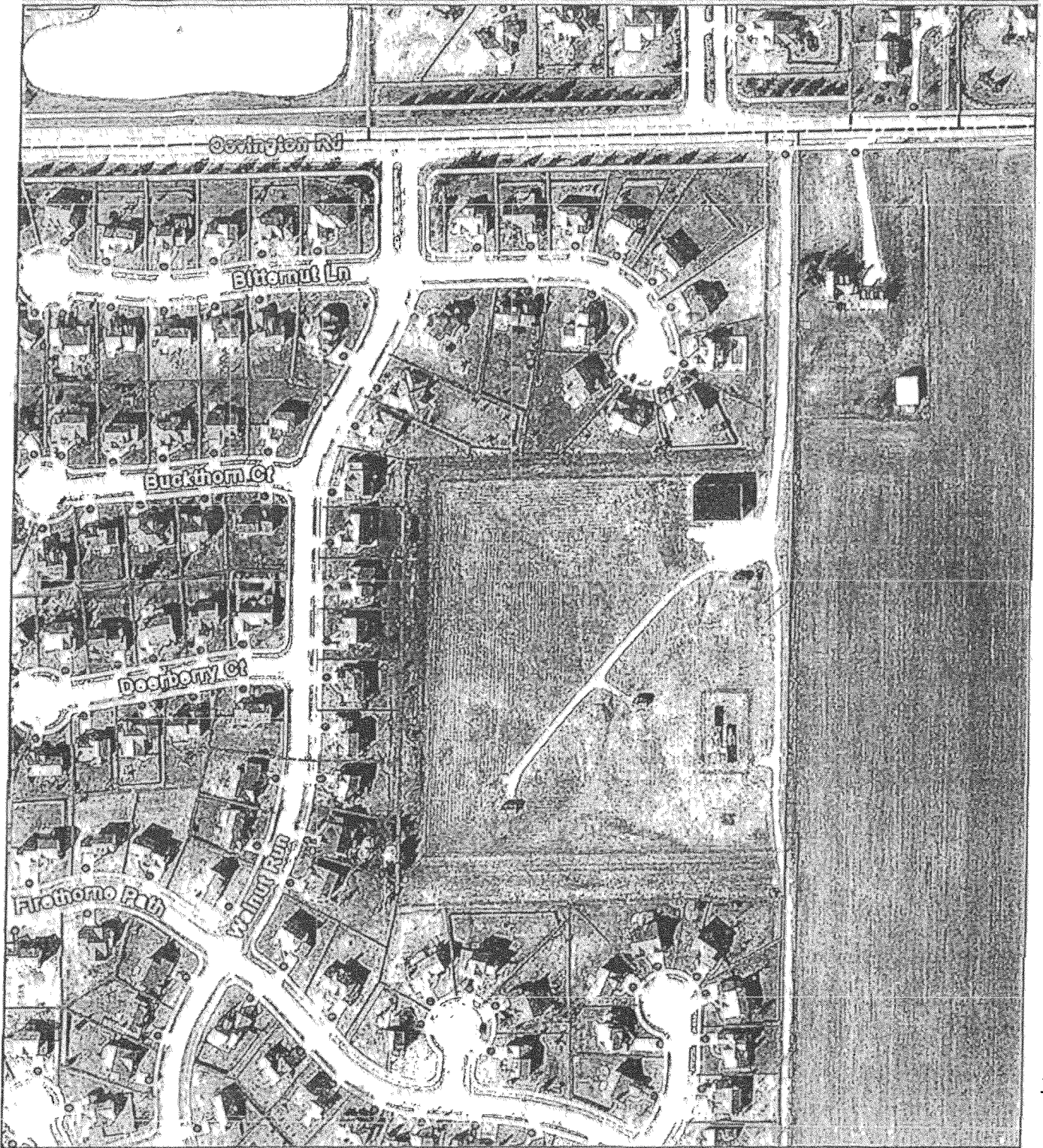
Property Taxes for TaxYr: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 3/5/2014 1" = 200'

02-11-18-276-001,000-038

UTILITY CENTER INC

14501 COVINGTON RD (REAR) 870, Water Distribution Company, Com Aboite Rural 038/91100-038 1/2

Parcel Number
02-11-18-276-001,000-038Local Parcel Number
11-0018-0020

Tax ID:

Routing Number
1-17-1-002.1Property Class 870
Water Distribution Company, CommUTILITY CENTER INC
C/O DELOITTE & TOUCHE PROP TA
1111 W HAMILTON RD SOUTH
FORT WAYNE, IN 46818-1160Date Owner
01/01/1900 UTILITY CENTER INCDoc ID Code Book/Page Sale Price
WD / \$01-17-1-002.1
S 198 OF W 440 FT E 1/2 NE 1/4
& 20 X 1343.08 FT TR ADJ ON NW
SEC 18

Utility

Year: 2013

	2013	Assessment Year	2013	2012	2011	2010	2009
WP	Reason For Change	AA	GenReval	AA	AA	GenReval	
County	01/13/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Allen	Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Township	Equalization Factor						
ABOITE TOWNSHIP	Notice Required	✓		✓	✓	✓	
District 038 (Local 011)	\$78,600	Land	\$78,600	\$78,600	\$52,400	\$52,400	\$52,400
038 ABOITE (11)	\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
School Corp 0125	\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
M.S.D. SOUTHWEST ALLEN COU	\$78,600	Land Non Res (3)	\$78,600	\$78,600	\$52,400	\$52,400	\$0
Neighborhood 91100-038	\$4,700	Improvement	\$4,700	\$4,700	\$5,800	\$5,800	\$17,400
Aboite Rural 038	\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Section/Plat	\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
0183011	\$4,700	Imp Non Res (3)	\$4,700	\$4,700	\$5,800	\$5,800	\$0
Location Address	\$83,300	Total	\$83,300	\$83,300	\$58,200	\$58,200	\$69,800
14501 COVINGTON RD (REAR)	\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
FORT WAYNE, IN 46814	\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
	\$83,300	Total Non Res (3)	\$83,300	\$83,300	\$58,200	\$58,200	\$0

Zoning

Subdivision

Lot

AAMH Park
N/A

Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage
Other

Printed Monday June 24 2013

Land Pricing Sol	Act	Size	Factor	Rate	Adj.	Ext	Infl. %	Res Market	Value
Type Method ID	Front.				Rate	Value		Elig % Factor	
11 OA	0	2.6200	1.00	\$30,000	\$30,000	\$78,600	0%	0% 1.0000	\$78,600

Data Source N/A

Collector

Appraiser

Calculated Acreage	2.62
Actual Frontage	0
Developer Discount	
Parcel Acreage	2.62
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	2.62
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp..Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$78,600
Total Value	\$78,600

02-11-18-276-001.000-038

UTILITY CENTER INC

14501 COVINGTON RD (REAR)

870, Water Distribution Company, Com

Aboite Rural 038/91100-038

2/2

Occupancy	Utility Shed	#	TF
Description	Utility Shed C 01		
Story Height	0		
Style	N/A		
Finished Area			
Make			
Earth	Tile		
Slab	Carpet		
Sub & Joint	Unfinished		
Wood	Other		
Parquet			
Plaster/Drywall	Unfinished		
Paneling	Other		
Fiberboard			
Built-Up	Metal	Asphalt	Slate
Wood Shingle		Other	Tile
Description	Area	Value	

Full Bath
Half Bath
Kitchen Sinks
Water Heaters
Add Fixtures
Total
Bedrooms
Living Rooms
Dining Rooms
Family Rooms
Total Rooms

Floor Constr	Base	Finish	Value	Totals
1				
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl				
Slab				

Total Base
Row Type Adj.

Adjustments
Unfin Int (-)
Ex Liv Units (+)
Rec Room (+)
Loft (+)
Fireplace (+)
No Heating (-)
A/C (+)
No Elec (-)
Plumbing (+ / -)
Spec Plumb (+)
Elevator (+)

Description Count Value

Sub-Total, One Unit \$0

Sub-Total, 1 Units

Exterior Features (+) \$0 \$0

Garages (+) 0 sqft \$0 \$0

Quality and Design Factor (Grade) 1.00

Location Multiplier 0.93

Replacement Cost \$3,750

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: Utility Shed C 01	0%	1		C	1987	1987	26 A	\$14.40	0.93	\$14.40	280 sqft	\$3,750	55%	\$1,690	0%	100%	1.00	1.0000	\$1,700
2: Fencing C 01	0%	1		C	1987	1987	26 A	\$13.69	0.93	\$18.01	900' x 6'	\$15,074	80%	\$3,010	0%	100%	1.00	1.0000	\$3,000

Total all pages

\$4,700

Total this page

\$4,700

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Search	County Name	Enter/Address for Search:	Tax ID Number	Duplicate Number
		14501 COVINGTON	2014	

Property found at this location:

Taxpayer Name:	Utility Center Inc
Property Address:	1111 W Hamilton Rd S Fort Wayne, IN 46814 - 14501 Covington Rd (rear) Fort Wayne, IN 46814 -
Tax Year / Pay Year:	2013 Payable 2014
Homestead Verification Filed:	No
Parcel Number:	02-11-10-276-001.000-039
Outlot Number:	1093931
Taxing District:	Absent
Property Type:	Real
Billed Mortgage Company:	
Legal Description:	S 198 Of W 440 Ft E 1/2 No 1/4 & 20 X 1343.08 Ft Tr Adj On Ne 1/4 S 1/2

Total Net Property Tax: \$0.00
Delinquent Tax: \$0.00
Delinquent Penalties: \$0.00
Penalty & Fees: \$0.00
Property Tax Adjustments:
Other Assessments:
Current Tax: \$0.00
Delinquent Tax: \$0.00
Delinquent Penalties: \$0.00
Other Assess Adjustments: \$0.00
Less Payments Received: \$0.00
Current Account Balance: \$0.00

Details | Deductions | Clear Charges | Tax Distribution | Tax Summary | All Details | Property Summary

Streets Imagery Hybrid

Property Taxes for TaxYr: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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State Plane Coordinate System, Indiana East



Date: 3/5/2014 1" = 200'

02-16-09-226-002.001-048

UTILITY CENTER INC DBA AQU

10736 LOWER HUNTINGTON RD 870, Water Distribution Company, Com Lafayette Rural 048/91600-

1/2

Parcel Number
02-16-09-226-002.001-048
Local Parcel Number

UTILITY CENTER INC DBA AQUA
INDIANA INC
1111 W HAMILTON RD S
FORT WAYNE, IN 46814

Date
05/03/2005
01/01/1900
UTILITY CENTER INC DB
MUNTZINGER MARK A &

Doc ID Code Book/Page Sale Price
WD 05/991 \$50,000
WD / \$0

Tax ID:

Routing Number

N 218.77 OF S 478.52 FT OF W
200 15 FT LOT 3 SEEKS RESERVE

Property Class 870
Water Distribution Company, Comm



Utility

Year: 2013

County
Allen

Township
LAFAYETTE TOWNSHIP

District 048 (Local 017)
048 LAFAYETTE (17)
School Corp 0125
M.S.D. SOUTHWEST ALLEN COU

Neighborhood 91600-048
Lafayette Rural 048

Section/Plat
0092911

Location Address
10736 LOWER HUNTINGTON RD
FORT WAYNE, IN 46819

Zoning

Subdivision

Lot

AAMH Park
N/A

Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage
Other

Printed Friday June 28 2013

2013	Assessment Year	2013	2012	2011	2010	2009
WP	Reason For Change	AA	GenReval	AA	AA	GenReval
04/26/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
	Equalization Factor					
	Notice Required	✓		✓	✓	✓
\$5,000	Land	\$5,000	\$1,300	\$1,200	\$1,000	\$1,000
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$1,300	\$1,200	\$1,000	\$0
\$5,000	Land Non Res (3)	\$5,000	\$0	\$0	\$0	\$0
\$6,500	Improvement	\$6,500	\$0	\$0	\$0	\$0
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$6,500	Imp Non Res (3)	\$6,500	\$0	\$0	\$0	\$0
\$11,500	Total	\$11,500	\$1,300	\$1,200	\$1,000	\$1,000
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$1,300	\$1,200	\$1,000	\$0
\$11,500	Total Non Res (3)	\$11,500	\$0	\$0	\$0	\$0

Land Pricing Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl. %	Res Market	Value
Type Method ID	Front				Rate	Value		Elig % Factor	

11	OA	MRB2	0	1.0000	1.00	\$5,000	\$5,000	\$5,000	0%	0%	1.0000	\$5,000
----	----	------	---	--------	------	---------	---------	---------	----	----	--------	---------

Calculated Acreage	1.00
Actual Frontage	0
Developer Discount	
Parcel Acreage	1.00
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	1.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$5,000
Total Value	\$5,000

Data Source N/A

Collector

Appraiser

Occupancy	Paving	#	TF
Description	Paving	Full Bath	
Story Height	0	Half Bath	
Style	N/A	Kitchen Sinks	
Finished Area		Water Heaters	
Make		Add Fixtures	
		Total	
Earth	Tile		
Slab	Carpel		
Sub & Joint	Unfinished	Bedrooms	
Wood	Other	Living Rooms	
Parquet		Dining Rooms	
		Family Rooms	
		Total Rooms	
Plaster/Drywall	Unfinished		
Paneling	Other		
Fiberboard			
Built-Up	Metal	Asphalt	Slate
Wood Shingle	Other		Tile

Description	Area	Value
-------------	------	-------

Description	Count	Value
-------------	-------	-------

Floor Constr	Base	Finish	Value	Totals
1				
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsm1				
Crawl				
Slab				

Total Base
Row Type Adj.

Adjustments
Unfin Int (-)
Ex Liv Units (+)
Rec Room (+)
Loft (+)
Fireplace (+)
No Heating (-)
A/C (+)
No Elec (-)
Plumbing (+ / -)
Spec Plumb (+)
Elevator (+)

Sub-Total, One Unit	\$0
Sub-Total, 1 Units	
Exterior Features (+)	\$0
Garages (+) 0 sqft	\$0
Quality and Design Factor (Grade)	7,601.00
Location Multiplier	0.93
Replacement Cost	\$7,068

Description	Res	Story	Construction	Grade	Year	Eff	Eff Co	Base	LCM	Adj	Size	RCN	Norm	Remain.	Abn	PC	Nbhd	Mrkt	Improv
1: Paving	0%	1		C	2005	2005	8 A	\$2.50	0.93	\$2.50	3040 sqft	\$7,068	60%	\$2,830	0%	100%	1.00	1.0000	\$2,800
2: Fencing	0%	1		C	2005	2005	8 A	\$11.72	0.93	\$13.14	526' x 6'	\$6,428	42%	\$3,730	0%	100%	1.00	1.0000	\$3,700

Total all pages

\$6,500

Total this page

\$6,500

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Search	Owner Name	Enter Address for Search:	Tax ID Number	Business Number
		10736 LOWER HUNTINGTON	2014	Search

Property (and/or) location	
Taxpayer Name:	Utility Center Inc Dba Aquas
	1111 W Hamilton Rd S
Property Address:	Port Wayne, IN 46814 -
	Lower Huntington Rd
	Roanoke, IN 46783 -
Tax Year / Pay Year:	2013 Payable 2014
Homestead Verification Filed:	No
Parcel Number	02-16-09-226-002-001-048
Duplicate Number:	1955813
Taxing District:	Lafayette
Property Type:	Real
Billed Mortgage Company:	
Legal Description	N 218.77 Of S 479.52 Ft Of W 200.15 Ft Lot 3
	Seeks Reserve
Total Net Property Tax:	
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Penalty & Fees:	\$0.00
Property Tax Adjustments:	\$0.00
Other Assessments:	
Current Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Other Assess Adjustments:	\$0.00
Less Payments Received:	\$0.00
Current Account Balance:	\$0.00

Details	Delinquent	Other Charges	Tax Distribution	Tax Summary	All Details	Property Summary
						

Property Taxes for Tax Yr: 2013 Pay Yr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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Date: 3/5/2014 1" = 100'

02-11-15-401-001000-075

UTILITY CENTER INC

3500 TURF LN

870, Water Distribution Company. Com

Aboite Rural 075/91100-075

1/4

Parcel Number
02-11-15-401-001000-075
Local Parcel Number
11-0015-0019

UTILITY CENTER INC
1111 W HAMILTON RD SOUTH
FORT WAYNE, IN 46814

Date Owner
01/01/1900 UTILITY CENTER INC

Doc ID Code Book/Page Sale Price
WD / \$0

Tax ID:

Routing Number
1-15-1-063.1

1-15-1-063.1
N 430FT W1/2 SE1/4 SEC 15

Property Class 870
Water Distribution Company, Comm



Utility

Year: 2013

	2013	Assessment Year	2013	2012	2011	2010	2009
WP	Reason For Change	AA	GenReval	AA	AA	GenReval	
County	01/13/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Allen	Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod

Township
ABOITE TOWNSHIP

	2013	Assessment Year	2013	2012	2011	2010	2009
District 075 (Local 059)	\$391,500	Land	\$391,500	\$391,500	\$391,500	\$391,500	\$391,500
075 FORT WAYNE ABOITE (59)	\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
School Corp 0125	\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
M.S.D. SOUTHWEST ALLEN COU	\$391,500	Land Non Res (3)	\$391,500	\$391,500	\$391,500	\$391,500	\$0
Neighborhood 91100-075	\$17,200	Improvement	\$17,200	\$16,800	\$3,900	\$3,900	\$3,300
Aboite Rural 075	\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
	\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Section/Plat	\$17,200	Imp Non Res (3)	\$17,200	\$16,800	\$3,900	\$3,900	\$0
0153011	\$408,700	Total	\$408,700	\$408,300	\$395,400	\$395,400	\$394,800
Location Address	\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
3500 TURF LN	\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
FORT WAYNE, IN 46804	\$408,700	Total Non Res (3)	\$408,700	\$408,300	\$395,400	\$395,400	\$0

Zoning

Subdivision

Lot

AAMH Park
N/A

Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage
Other

Printed Monday June 24 2013

Data Source N/A

Collector

Appraiser

Calculated Acreage	13.05
Actual Frontage	0
Developer Discount	
Parcel Acreage	13.05
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	13.05
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$391,500
Total Value	\$391,500

Occupancy C/I Building Pre. Use Light Utility Storage
 Description C/I Building C 01 Pre. Framing Wood Joist
 Story Height 1 Pre. Finish Unfinished

Wall Type 1(110')
 Heating
 A/C
 Sprinkler

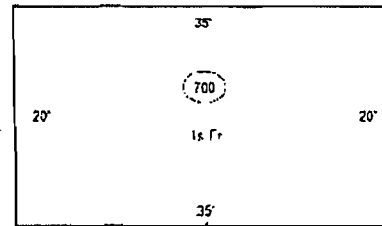
	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks							
Water Heaters	0	0	0	0	Low Prof	Ext Sheel	Insulatio
Add Fixtures	0	0	0	0	SteelGP	AluSR	Int Liner
Total	0	0	0	0	HGSR	PPS	Sand Pnl

Description Area Value



3

Equipment Pad



Pricing Key GC1
 Use LUTLSTOR
 Use Area 700 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 110'
 PAR 16
 # of Units / AC / N
 Avg Unit size
 Floor 1
 Wall Height 8'

Base Rate \$115.72
 Frame Adj (\$10.31)
 Wall Height Adj (\$11.04)
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$94.37
 BPA Factor 1.00
 Sub Total (rate) \$94.37
 Interior Finish \$0.00
 Partitions (\$0.10)
 Heating (\$1.38)
 A/C \$0.00
 Sprinkler \$0.00
 Lighting \$0.00
 Unit Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$92.89
 Sub-Total \$65,021
 Quality (Grade) \$65,022
 Location Multiplier 0.93
 Repl. Cost New \$60,469
 Total (Use) \$65,021

Description Value Description Value

Sub-Total (all floors)	\$65,021	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$65,021
Plumbing	\$0	Quality (Grade)	\$65,022
Other Plumbing	\$0	Location Multiplier	0.93
Special Features	\$0	Repl. Cost New	\$60,469
Exterior Features	\$0		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 01	0%	1	Wood Frame	C	1975	1975	38	A		0.93			\$60,469	80%	\$12,090	0%	100%	1.00	1.0000	\$12,100
2: Fencing C 01	0%	1		C	1975	1975	38	A	\$11.72	0.93	\$16.04	420' x 6'	\$5,265	80%	\$1,250	0%	100%	1.00	1.0000	\$1,300
3: CONCP C	0%	1		C	2002	2002	11	A		0.93		64 sqft	\$372	35%	\$240	0%	100%	1.00	1.0000	\$200

02-11-15-401-001.000-075

UTILITY CENTER INC

3500 TURF LN

870, Water Distribution Company, Com

Aboite Rural 075/91100-075

3/4

Occupancy C/I Building Pre. Use Light Utility Storage
 Description C/I Building C 02 Pre. Framing Wood Joist
 Story Height 1 Pre. Finish Unfinished

Pricing Key GCI
 Use LUTLSTOR
 Use Area 64 sqft
 Area Not in Use 0 sqft
 Use % 100.0%
 Eff Perimeter 32'
 PAR 50
 # of Units / AC / N
 Avg Unit size

Wall Type 1(32')
 Heating 64 sqft
 A/C
 Sprinkler

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks		0		0			
Water Heaters		0		0	Low Prof	Ext Sheat	Insulatio
Add Fixtures	0	0	0	0	SteelGP	AluSR	Int Liner
Total	0	0	0	0	HGSR	PPS	Sand Pnd



1

Description	Area	Value
-------------	------	-------

Floor 1
 Wall Height 8'
 Base Rate \$352.36
 Frame Adj (\$10.31)
 Wall Height Adj (\$37.66)
 Dock Floor \$0.00
 Roof Deck \$0.00
 Adj Base Rate \$304.49
 BPA Factor 1.00
 Sub Total (rate) \$304.49
 Interior Finish \$0.00
 Partitions \$0.00
 Heating \$0.00
 A/C \$0.00
 Sprinkler \$0.00
 Lighting \$0.00
 Unit Finish \$0.00
 GCK Adj. \$0.00
 S.F. Price \$304.49
 Sub-Total
 Unit Cost \$0.00
 Elevated Floor \$0.00
 Total (Use) \$19,487

Description	Value	Description	Value
-------------	-------	-------------	-------

Sub-Total (all floors)	\$19,487	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$19,487
Plumbing	\$0	Quality (Grade)	\$19,488
Other Plumbing	\$0	Location Multiplier	0.93
Special Features	\$0	Repl. Cost New	\$18,123
Exterior Features	\$0		

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 02	0%	1	Wood Frame	C	1975	1975	38 F		0.93			\$18,123	80%	\$3,620	0%	100%	1.00	1.0000	\$3,600

Total all pages

\$17.200


Total this page

\$3.600

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Search	Owner Name	Enter Address for Search:	2014	Search	Tax ID Number	Duplicate Number
		3500 TURF LANE				

Property Sold at this location:	
Taxpayer Name:	Utility Center Inc. 1111 W Hamilton Rd S
Property Address:	Fort Wayne, IN 46814- 3500 Brown Ln Fort Wayne, IN 46804-
Tax Year / Pay Year:	2013 Payable 2014
Homestead Verification Filed:	No
Parcel Number	02-11-15-401-001.000-075
Duplicate Number:	1093014
Taxing District:	FW Abate
Property Type:	Real
Billed Mortgage Company:	
Legal Description	N 430ft W1/2 Sec1/4 Sec 15
Total Net Property Tax: \$0.00	
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Penalty & Fees:	\$0.00
Property Tax Adjustments:	
Other Assessments:	
Current Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Other Assess Adjustments:	
Less Payments Received:	\$0.00
Current Account Balances:	\$0.00

Details	Delinquency	Other Charges	Tax Distribution	Tax Summary	Property Summary
					

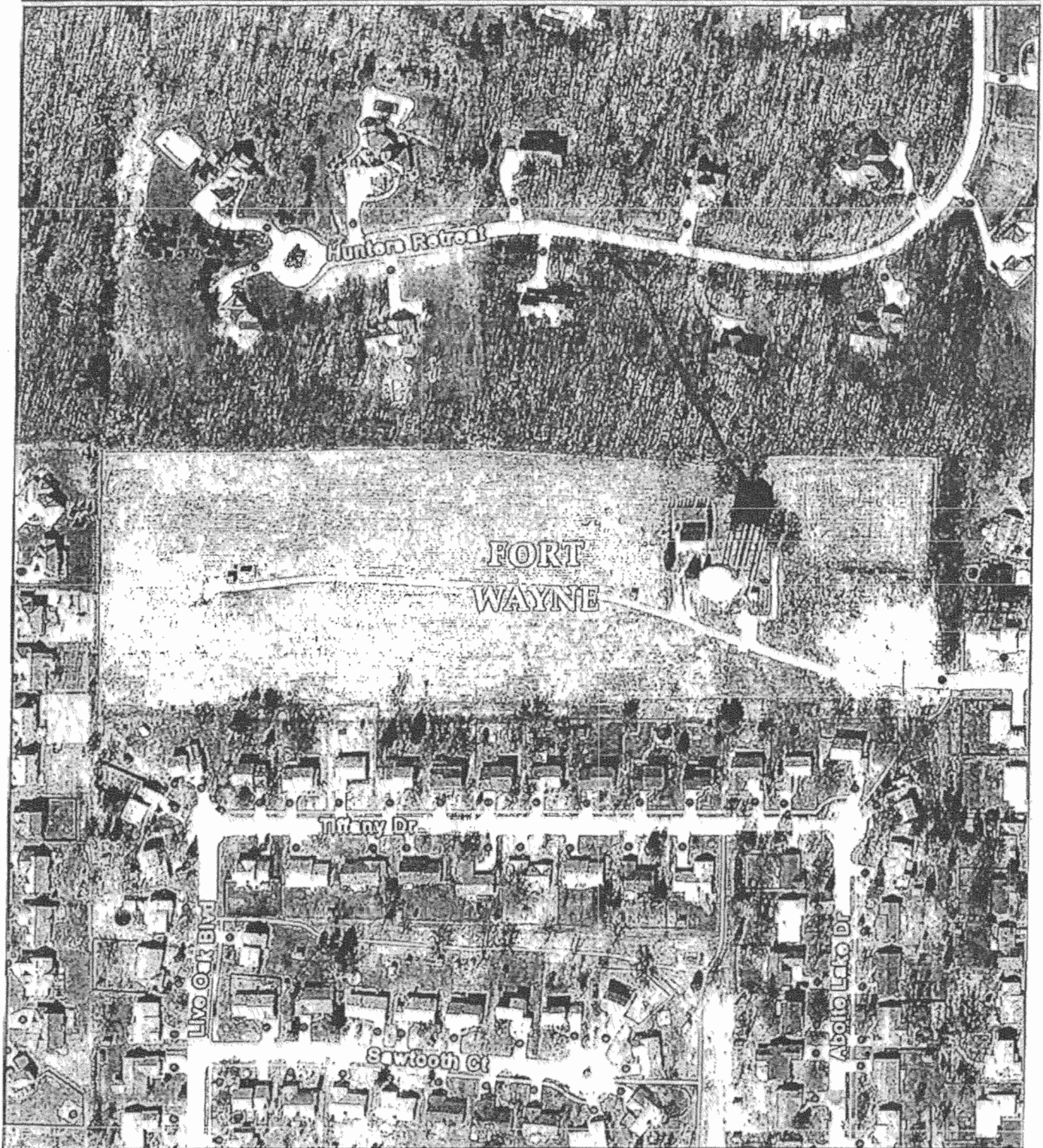
Property Taxes for TaxYr: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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Date: 3/5/2014 1" = 200'

02-11-15-428-006.000-075

UTILITY CENTER INC

9610 PINTO LN

870, Water Distribution Company, Com

Aboite Rural 075/91100-075

1/2

Parcel Number
02-11-15-428-006.000-075Local Parcel Number
11-2037-0143

Tax ID:

Routing Number
1-15-1-148Property Class 870
Water Distribution Company, Comm

Year: 2013

County
AllenTownship
ABOITE TOWNSHIPDistrict 075 (Local 059)
075 FORT WAYNE ABOITE (59)
School Corp 0125
M.S.D. SOUTHWEST ALLEN COUNeighborhood 91100-075
Aboite Rural 075Section/Plat
0153011
Location Address
9610 PINTO LN
FORT WAYNE, IN 46804

Zoning

Subdivision

Lot

AAMH Park
N/ATopography
LevelPublic Utilities
AllStreets or Roads
PavedNeighborhood Life Cycle Stage
Other

Printed Monday, June 24, 2013

UTILITY CENTER INC
C/O DELOITTE & TOUCHE PROP TA
1111 W HAMILTON RD SOUTH
FORT WAYNE, IN 46814Date
01/01/1900
Owner
UTILITY CENTER INCDoc ID Code
WD
Book/Page
/
Sale Price
\$0ABOITE MEADOWS SEC C BLK 5
LOT 143

Utility

2013	Assessment Year	2013	2012	2011	2010	2009
WIP	Reason For Change	AA	GenReval	AA	AA	GenReval
01/13/2013	As Of Date	05/09/2013	05/23/2012	08/05/2011	07/07/2010	03/01/2009
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
	Equalization Factor					
	Notice Required	✓		✓		✓
\$9,900	Land	\$9,900	\$9,900	\$9,900	\$9,900	\$9,900
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$9,900	Land Non Res (3)	\$9,900	\$9,900	\$9,900	\$9,900	\$0
\$8,500	Improvement	\$8,500	\$8,300	\$1,500	\$1,700	\$1,300
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$8,500	Imp Non Res (3)	\$8,500	\$8,300	\$1,500	\$1,700	\$0
\$18,400	Total	\$18,400	\$18,200	\$11,400	\$11,600	\$11,200
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$18,400	Total Non Res (3)	\$18,400	\$18,200	\$11,400	\$11,600	\$0

Land Pricing Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl. %	Res	Market	Value
Type Method ID	Front				Rate	Value		Elig %	Factor	
11 OA	0	0.3306	1.00	\$30.000	\$30.000	\$9,918	0%	0%	1.0000	\$9,920

Calculated Acreage	0.33
Actual Frontage	0
Developer Discount	
Parcel Acreage	0.00
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$9,900
Total Value	\$9,900

Data Source N/A

Collector

Appraiser

Occupancy	C/I Building	Pre. Use	Light Utility Storage
Description	C/I Building C 01	Pre. Framing	Wood Joist
Story Height	1	Pre. Finish	Unfinished

Pricing Key GCI

Use	LUTLSTOR
-----	----------

Use Area	143 sqft
----------	----------

Area Not in Use 0 sqft

Use %	100.0%
-------	--------

Eff Perimeter 48'

PAR 34

of Units / AC / N

Avg Unit size

Floor	1
-------	---

Wall Height	10'
-------------	-----

Base Rate	\$241.00
-----------	----------

Frame Adj (S10.31)

Wall Height Adj (\$16.72)

Dock Floor	\$0.00
------------	--------

Roof Deck	\$0.00
-----------	--------

Adj Base Rate \$213.97

BPA Factor	1.00
------------	------

Sub Total (rate) \$213.97

Interior Finish	\$0,00
-----------------	--------

Partitions	\$0.00
------------	--------

Healing (\$0.61)

A/C	\$0.00
-----	--------

Sprinkler	\$0.00
-----------	--------

Lighting	\$0.00
----------	--------

\$0	Unit Finish	\$0.00
-----	-------------	--------

\$0	GCK Adj.	\$0.0
-----	----------	-------

11	S.F. Price	\$213.3
----	------------	---------

12 Sub-Total

93	Unit Cost	\$0.0
----	-----------	-------

75	Elevated Floor	\$0.0
----	----------------	-------

Total (Use)	\$30.51
-------------	---------

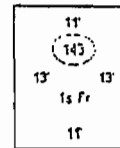
Total (USD) \$80,791

Wall Type	1(48')
Heating	80 sqft
A/C	
Sprinkler	

AQUA SOURCE

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	0	0	Wood	Asphalt	Slate
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0	0	0	0			
Water Heaters	0	0	0	0	Low Prof	Ext Sheat	Insulation
Add Fixtures	0	0	0	0	Steel GP	Alu SR	Int Liner
Total	0	0	0	0	HGSR	PPS	Sand Pn

Description	Area	Value
-------------	------	-------



Description	Value	Description	Value
-------------	-------	-------------	-------

Sub-Total (all floors)	\$30,511
Racquetball/Squash	\$0
Theater Balcony	\$0
Plumbing	\$0
Other Plumbing	\$0
Special Features	\$0
Exterior Features	\$0

Garages	\$0
Fireplaces	\$0
Sub-Total (building)	\$30,510
Quality (Grade)	\$30,510
Location Multiplier	0.93
Repl. Cost New	\$28,374

0	Unit Finish	\$0.0
0	GCK Adj.	\$0.0
1	S.F. Price	\$213.3
2	Sub-Total	
3	Unit Cost	\$0.0
5	Elevated Floor	\$0.0
	Total (Use)	\$30.51

Description	Res Eligib	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
1: C/I Building C 01	0%	1	Wood Frame	C	1980	1980	33	A		0.93			\$28,375	80%	\$5,680	0%	100%	1.00	1.0000	\$5,700
2: Fencing	0%	1		C	2007	2007	6	A	\$11.72	0.93	\$16.04	288' x 6'	\$4,296	35%	\$2,790	0%	100%	1.00	1.0000	\$2,800

Total all pages

\$8,500

Total this page

\$8,500

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Search: Enter Address (or Search): 9610 PINTO 2014 Search Tax ID Number Business Number

Property Search / Location

Taxpayer Name: Utility Center Inc
1111 W Hamilton Rd S
Fort Wayne, IN 46814

Property Address: 9610 Pinto Ln
Fort Wayne, IN 46804

Tax Year / Pay Year: 2013 Payable 2014

Homestead Verification filed: No

Parcel Number: 02-11-15-428-005-000-075

Duplicate Numbers: 1893117

Township District: FW Abate

Property Type: Real

Billed Mortgage Company:

Legal Description
Abate Meadows Sec C Blk 5 Lot 143

TOTAL 2013 PAYABLE 2014

Total Net Property Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Penalty & Fees:	\$0.00
Property Tax Adjustment:	\$0.00
Other Assessments:	\$0.00
Current Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Other Assess Adjustments:	\$0.00
Less Payments Received:	\$0.00
Current Account Balances:	\$0.00

Details | Deductions | Other Charges | Tax Distribution | Tax Summary | All Details | Property Summary

Property Taxes for Taxes: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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Date: 3/5/2014 1" = 50'

02-11-04-352-002.000-038

AQUASOURCE, INC.

12208 ILLINOIS RD

870. Water Distribution Company, Com Illinois Rd West 038/91106-

1/2

Parcel Number

02-11-04-352-002.000-038

AQUASOURCE, INC.

1111 W HAMILTON RD SOUTH

FORT WAYNE, IN 46814

Date

10/02/2001

Owner

AQUASOURCE, INC.

Doc ID Code Book/Page

01-10989 WD /

Sale Price

\$0

Local Parcel Number

11-0004-0038

01/01/1900

CHESTNUT HILLS GOLF

WD /

\$0

Tax ID:

150' x 282 55' Tr Sw 1/4 Sw 1/4 Sec 4 Ex pt to rd

Routing Number

11-0004-0023

Property Class 870

Water Distribution Company, Comm



Utility

Year: 2013

	2013	Assessment Year	2013	2012	2011	2010	2009
	WIP	Reason For Change	AA	GenReval	AA	AA	GenReval
County	02/01/2013	As Of Date	05/09/2013	05/12/2012	08/05/2011	07/07/2010	03/01/2009
Allen	Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Township		Equalization Factor					
ABOITE TOWNSHIP		Notice Required	✓		✓	✓	✓
District 038 (Local 011)	\$27,000	Land	\$27,000	\$27,000	\$29,200	\$29,200	\$29,800
038 ABOITE (11)	\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
School Corp 0125	\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
M.S.D. SOUTHWEST ALLEN COU	\$27,000	Land Non Res (3)	\$27,000	\$27,000	\$29,200	\$29,200	\$0
Neighborhood 91106-038	\$213,300	Improvement	\$213,300	\$212,900	\$246,800	\$244,200	\$272,900
Illinois Rd West 038	\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
	\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Section/Plat	\$213,300	Imp Non Res (3)	\$213,300	\$212,900	\$246,800	\$244,200	\$0
0033011	\$240,300	Total	\$240,300	\$239,900	\$276,000	\$273,400	\$302,700
	\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
Location Address	\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
12208 ILLINOIS RD	\$240,300	Total Non Res (3)	\$240,300	\$239,900	\$276,000	\$273,400	\$0
FORT WAYNE, IN 46814							

Zoning

Land Pricing Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl. %	Res	Market	Value
Type Method ID	Front.				Rate	Value		Elig %	Factor	
11 OA	0	0.90	1.00	\$30,000	\$30,000	\$27,000	0%	0%	1.0000	\$27,000

Subdivision

Lot

AAMH Park

N/A

Topography

Rolling

Public Utilities

Water

Streets or Roads

Paved

Neighborhood Life Cycle Stage

Other

Printed Tuesday, June 25 2013

Data Source N/A

Collector

Appraiser

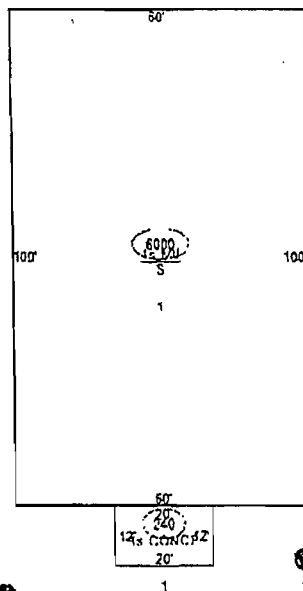
Calculated Acreage	0.90
Actual Frontage	0
Developer Discount	
Parcel Acreage	0.90
81 Legal Drain NV	\$0
82 Public Roads NV	\$0
83 UT Towers NV	\$0
9 Homesite	
91/92 Acres	0.00
Total Acres Farmland	0.90
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$27,000
Total Value	\$27,000

Occupancy	C/I Building	Pre. Use	Small Shop
Description	C/I Building C 02	Pre. Framing	Fire Resistant
Story Height	1	Pre. Finish	Semi-Finished

Wall Type	3(320')
Heating	6000 sqft
A/C	176 sqft
Sprinkler	

	#	TF	#	TF	Built Up	Tile	Metal
Full Bath	0	0	1	3	Wood	Asphalt	State
Half Bath	0	0	0	0	Other		
Kitchen Sinks	0	0	0	0			
Water Heaters	0	0	0	0	Low Prof.	Ext Sheat	Insulatio
Add Fixtures	0	0	1	1	SteelGP	AluSR	Int Lner
Total	0	0	2	4	HGSR	PPS	Sand Pn

Description	Area	Value
Pallo, Concrete	240	\$1,200



Pricing Key	GCI
Use	SMSHOP
Use Area	6000 sqft
Area Not in Use	0 sqft
Use %	100.0%
Eff Perimeter	320'
PAR	5
# of Units / AC	/ N
Avg Unit size	
Floor	1
Wall Height	20'
Base Rate	\$46.43
Frame Adj	\$0.00
Wall Height Adj	\$3.42
Dock Floor	\$0.00
Roof Deck	\$0.00
Adj Base Rate	\$49.85
BPA Factor	1.00
Sub Total (rate)	\$49.85
Interior Finish	\$0.00
Partitions	\$0.00
Heating	\$0.00
A/C	\$0.11
Sprinkler	\$0.00
Lighting	\$0.00
Unit Finish	\$0.00
GCK Adj.	\$0.00
S.F. Price	\$49.86
Sub-Total	
Unit Cost	\$0.00
Elevated Floor	\$0.00
Total (Use)	\$299,779

Description	Value	Description	Value	Sub-Total (all floors)	\$299,779	Garages	\$0	Lighting	\$0.00
				Racquetball/Squash	\$0	Fireplaces	\$0	Unit Finish	\$0.00
				Theater Balcony	\$0	Sub-Total (building)	\$306,579	GCK Adj.	\$0.00
				Plumbing	\$5,600	Quality (Grade)	\$321,909	S.F. Price	\$49.96
				Other Plumbing	\$0	Location Multiplier	0.93	Sub-Total	
				Special Features	\$0	Repl. Cost New	\$299,375	Unit Cost	\$0.00
				Exterior Features	\$1,200			Elevated Floor	\$0.00
								Total (Use)	\$299,779

Description	Res Eligible	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age and	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbhd	Mkt	Improv Value
1: C/I Building C 02	0%	1	Metal	C+1	2002	2002	11 A		0.93			\$299,375	28%	\$215,550	5%	100%	1.00 1.0000	\$204,800
2: Paving C 02	0%	1		C	2002	2002	11 A	\$2.50	0.93	\$2.50	8466 sqft	\$19,683	80%	\$3,940	0%	100%	1.00 1.0000	\$3,900
3: Fencing C 02	0%	1		C	2002	2002	11 A	\$13.17	0.93	\$17.49	680' x 8'	\$11,596	60%	\$4,640	0%	100%	1.00 1.0000	\$4,600

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Search	Owner Name	Enter Address for Search:	2014	Search	Tax ID Number	Duplicate Number
		12208 W SR 14				

Properties found at this location:

Property Name:	Aquasource Inc
Property Address:	1111 W Hamilton Rd S
	Fort Wayne, IN 46814-
	12308 Illinois Rd
	Fort Wayne, IN 46814-
Tax Year / Pay Year:	2013 Payable 2014
Homestead Verification Filed:	No
Parcel Number:	02-11-01-352-002.000-030
Duplicate Number:	1886643
Taxing District:	Abscote
Property Type:	Real
Billed Mortgage Company:	
Legal Description:	150' X 202.50' Tr Sw 1/4 Sec 4 T4 R1 E of rd

Total Net Property Tax: \$0.00

Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Penalty & Fees:	\$0.00

Property Tax Adjustments:

Other Assessments:	\$0.00
Current Tax:	\$0.00
Delinquent Tax:	\$0.00
Delinquent Penalty:	\$0.00
Other Assess Adjustments:	\$0.00

Less Payments Received: \$0.00

Current Account Balance: \$0.00

14

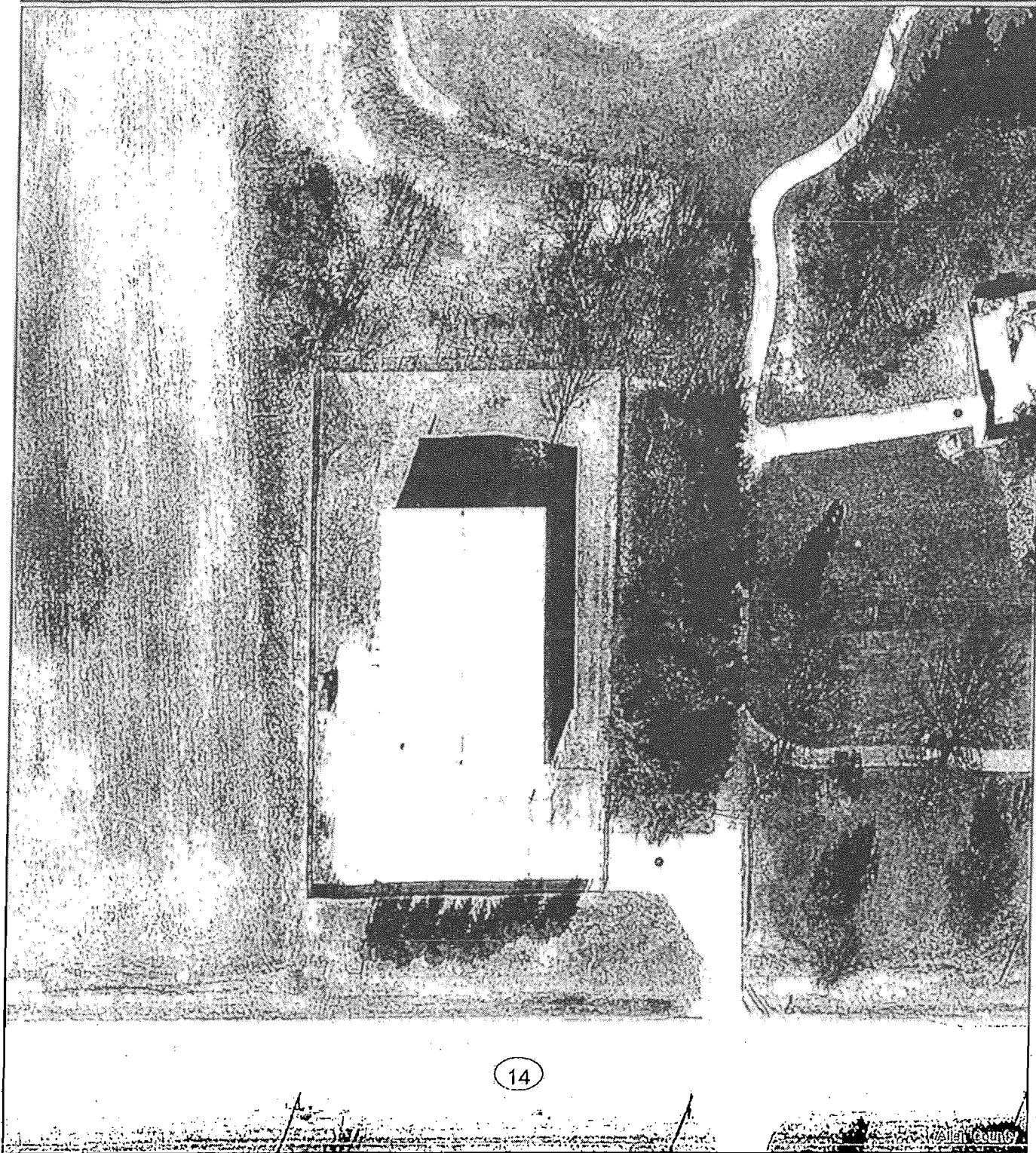
Property Taxes for TaxYr: 2013 PayYr: 2014 are currently not certified by the Allen County Auditor some values may not be viewable.

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North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 3/5/2014 1" = 50'

APPENDIX B

Schedule of Easements

Appendix B - Easements

Grantor Names:	Recorded Document Number	File Date	Both	Water Only	Sewer Only	Utility Easement	regarding these document numbers
Anthony Wayne Area Council, Inc. d/b/a Boy Scouts of America	2010049887	10/12/10		1			multiple terms
Anthony Wayne Rehabilitation Center for the Handicapped and Blind, Inc.	91-7594	03/04/91		1			SW 14, Township 30N, Range 11 E
Bishop Enterprises, Inc.	77-19913	07/27/77		1			Deed Record 22, Page 59-61
Bonsib, Rebecca	88-031027	08/01/88		1			Section 29, Township 30 N, Range 11 E
Bridgewater Commercial Center, LLC	2010059586	12/01/10	1				205061541 & 2060211341
Bridgewater Commercial Center, LLC	2011005431	02/07/11	1				205061541 & 206021134
Burgo, Kenneth	970047263	08/27/97		1			970000986
Burgo, Kenneth - living trust	205018333	03/28/05	1				203104759
Byall, Maurice & Byall, Rosi	207026231	05/09/07	1				85-6001
Candle Lite Park	81-009961	05/20/81		1			Plat Book 40, pages 14-15
Chestnut Dupont Partners	990003549	01/15/99	1				98-0010363
Chestnut Hills Golf Course, Corp	202005571	01/17/02				1	95-14787
Chestnut Hills Golf Course, Corp & Probst, Gary	202005572	01/17/02		1			95-14787 & 86-5434
Chiudioni, Timothy & Donna	91-031017	07/25/91		1			Plat Book 20, Page 38
Classis of South Grand Rapids, Reformed Church in America	?	11/07/92	1				79-22205
Conner, Robert	2007049501	08/31/07		1			79-20253
Coventry Meadows LLC	205082540	12/19/05		1			205034844
Crowell, Joan	207026232	05/09/07	1				92-14156
Darding, Stanley & Patricia	205082541	12/19/05	1				970038070
Darstein, Myrtle	5222	04/26/65		1			Book 652, Page 292-294
Diocese of Fort Wayne-South Bend, Inc.	205082539	12/19/05	1				88-12108 & 92-13404
Foltz, Guy & Shirley	87-030647	06/16/87		1			Section 16, Township 30 N, Range 11 E
Franklin, Carthel & Lorraine	9633	06/07/67		1			Book 689, Page 309-311
Franklin, Carthel & Lorraine	73-12610	05/25/73				1	2867
Frech, Henry & Lucia	5223	04/26/65		1			Book 652, Page 295-297
Freeland Realty, LLC	2011053977	11/22/11		1			2011049354
Gallucci, Louis & Frank	970000284	01/03/97		1			89-051523
Hamilton Point Apartments L.P.	205063301	09/27/05				1	204079719
Hamlets West Homeowners Association, Inc	2012046199	08/10/12	1				2012046198
Hartzog, Phillip & Rosella	23828	11/15/66	1				Book 681, Page 26-27
Hladish, Edward & Anita	205082535	12/19/05	1				204040060
Hurley, Ross & Lucille	19260	12/09/64	1				Book 646, Page 376-377
Huth, Paul & Paula	22854	01/26/65	1				Book 648, Page 426-427
Imel, Robert & Joan	72-23839	10/25/72		1			7876
Indiana Michigan Power Company	2010056964	11/16/10		1			Deed Record 720, Page 551
Indiana Michigan Power Company	2012070829	12/12/12		1			Deed Record 720, Page 551
Inverness Lakes Extended Community Association, Inc.	206015857	03/24/06		1			203129407
Jackson, David A.	2007041470	07/23/07	1				203007580
Jennings, Garl & Anna	19922	10/18/65	1				Book 661, Page 160-162
Jesse, Mark & Patricia	206015856	03/24/06		1			204053508
King, Elizabeth	95-011942	03/24/95	1				92-000850
Klaehn, Merlyn & Barbara	91-041455	09/30/91		1			77-5557
Koomler, Amanda	23255	11/04/66	1				Book 680, Page 376-378
Lakhany, Ash 1-69-24 Investments	201086952	11/30/01				1	990010943
Lawson, Jack & Sarah	1572	01/23/69			1		Book 719, Page 589-591
Lupke, Duane & Carol	8810	10/14/66		1			Book 679, Page 401-404
Maxson, John & Ruth	19921	10/18/65	1				Book 661, Page 158-159

Appendix B - Easements

McInnis, Lois	87-027514	06/01/87		1		Section 16, Township 30 N, Range 11 E
Morris, Dale & Linda	2009065060	12/22/09	1			2009006931
Muntzinger, Mark & Doreen	205025874	04/27/05	1			970010556 & 990042680
Muntzinger, Mark & Doreen	205025872	04/27/05	1			990042680
Murphy, Leonard & Peggy	87-027513	06/01/87		1		Section 16, Township 30 N, Range 11 E
National Oil & Gas, Inc.	207022008	04/19/07	1			94-033686
Occidental Development LLC	2007055715	10/05/07		1		202015479
Orcutt, Pluma & Herschel	20966	10/29/65		1		Book 661, Page 585-587
Parkview Health System, Inc.	2012069329	12/06/12		1		2011060459
Pichon, John	73-27998	11/13/73	1			8892 partial release of easement
Popp, John & Brooks, Roberty	2011023059	05/27/11		1		74-13385, 205010929, 980091461
Probst, Gary	87-027512	06/01/87		1		Section 16, Township 30 N, Range 11 E
Probst, Gary	202043686	06/04/02			1	86-5434
Probst, Gary	202043685	06/04/02			1	95-55251
Probst, Gary	203026155	03/13/03	1			94-31802
Probst, Gary	205069755	11/15/06			1	205014821
Probst, Gary	2010007923	02/26/10			1	95-55251
Probst, Gary	2010007924	02/26/10			1	95-55251
Probst, Gary	2010059587	12/01/10	1			950055251
Probst, Gary	2012009718	02/16/12	1			86-005434 & 95-055251
Rhoads, D. Dean trustee	2011048157	10/24/11	1			206039107, 206039108, 2009053613, & 2006053614
Roby, Daniel & Kathy	204072594	10/04/04		1		202063251
Rogers Market, Inc.	990077751	10/25/99		1		960026424
Rogers Market, Inc.	200011823	02/28/00			1	Plat Cabinet B, Page 134
Rogers Market, Inc.	200011824	02/28/00		1		960026424
Roth, John & Norene	203026154	03/13/03			1	Deed Book 506, Page 514 & 74-00866
Royal, Rickie	206078557	12/28/06			1	200010034
Runge, Robert & Helen	91-028914	07/12/91		1		Plat Book 20, Page 38
Sackett, Aaron & Allison	206015858	03/24/06		1		205038509
Sampson, Clarence & Dorothy	203052757	05/23/03			1	Deed Record 505, Page 187
Sams Hotel Group, LLC	2007068960	12/18/07	1			207025278 & 207025279
Scherer, Dale & Betty	5221	04/26/65		1		Book 652, Page 289-291
Shorewood Shops LLC	2009018342	04/17/09	1			206008142 & 206008143
Sonrise at Aboite United Methodist Church Inc.	92-061019	11/02/92		1		91-024737
Southwest Development at Covington Road LLC	201075325	10/19/01	1			200022575 & 201023974
Southwest Development at Union Chapel LLC	206015855	03/24/06	1			202024610
Southwestern Corp.	85-44075	10/28/85		1		Section 24 & 13, Township 30 N, 11 E
Spaw, Mervin & Rose	203052756	05/23/03			1	85-2678
St. Joe Development Corp.	980058733	08/21/98		1		95-39714
Supervalu, Inc.	203019394	02/24/03			1	980010366
Supervalu, Inc.	2007070430	12/27/07	1			980010366 & 205011602
Swenda, Joe & Mary	2007041787	07/24/07	1			Deed Record 425, Page 75
Sycamore Hills Community Association, Inc.	2011032027	07/25/11	1			89-050004
Sycamore Hills Golf Club LLC	2011032028	07/25/11		1		206053376
Sycamore Retirement LLC	2010052270	10/25/10	1			2009002852
Thornson, Thomas & Margaret	90-046156	01/16/90	1			SE Section 33, Township 32 N, Range 12 E
Vaughn, Glen & Genevieve	9372	01/23/69		1		Book 719, Page 586-588
Walls, Noble & Florence	?	04/15/85	1			Section 29, Township 30 N, Range 11 E
Wendy's of Fort Wayne, Inc.	93-039672	07/14/93		1		87-010116

Appendix B - Easements

West Hamilton Crossing, LLC & Aspen Bay, Inc.	204058501	09/20/04	1			203126881, 204049540, 204034943, 204015330
Weyrick, Charles & Ruby	77-07488	04/05/77	1			
Williams, Leamon & Joyce	205082536	12/19/05		1		77-27431
Wright, Floyd & Mary	91-031018	07/25/91	1			Plat Book 20, Page 38
York, Kelly & York, Tava	2009062959	12/11/09	1			202095953
Youn, Brian & Mary	2007065779	11/30/07	1			960066012
Zollinger, Rod & Rhonda	93-057201	10/01/93	1			83-22455
	Book 661, Page 585-587	10/29/65	1			Book 561, Page 585-587
	Book 679, Page 401-404	10/14/66	1			Book 679, Page 401-404
	Book 680, Page 376-378	11/04/66	1			Book 680, Page 376-378
	Book 719, Page 586-588	01/23/69	1			Book 719, Page 586-588
	92-61019	11/02/92	1			91-024737
	205025873	04/28/05	1			990042580
	205082539	12/16/05	1			88-12108 & 92-13401
	2011053944	11/22/11	1			2011049354
	20111048157	05/21/80	1			206039107, 206039108, 2009053613, 2006053614
			44	51	2	15
			39.3%	45.5%	1.8%	13.4%

total # of easements 112

APPENDIX C

Schedule of Material Assets Comprising the Utility System

Aqua Indiana - Utility Center, Inc.
Appendix C - Material Assets Comprising the Utility System
12.31.2013

eng_in_service_ye	func_class	ldg_long_description	utility_account
5/1/1970 0:00	Water	AREA V LAND RIGHTS - ABOITE	303000-Land & Land Rights
8/31/2006 0:00	Water	easement for project completed in 2005	303000-Land & Land Rights
3/1/1978 0:00	Water	LOT #143 - LOT #178 AND 50' N LOT #179 ABOITE W.T.P. WELL #2	303000-Land & Land Rights
5/1/1970 0:00	Water	ABOITE WATER TREATMENT PLANT SITE	303000-Land & Land Rights
5/1/1989 0:00	Water	BROOKS PROPERTY - COVINGTON ROAD WELL SITE	303000-Land & Land Rights
9/15/2013 0:00	Water	Two Easements along SR14	303000-Land & Land Rights
7/1/1975 0:00	Water	LAND FOR WATER TOWER - ABOITE TWP. - 13 ACRES	303000-Land & Land Rights
1/1/1990 0:00	Water	LAND FOR NEW ABOITE WATER TOWER	303000-Land & Land Rights
12/1/1986 0:00	Water	LAND - COVINGTON ROAD WELL SITES #5 & #6	303000-Land & Land Rights
6/30/2002 0:00	Water	Purchase of Land-Chestnut Hills Golf Course	303000-Land & Land Rights
7/29/2008 0:00	Water	2008 Covington Well House Roof Replacement	303000-Land & Land Rights Total
5/1/1970 0:00	Water	AREA V WELL HOUSE- ABOITE	304000-Structures & Improvements
1/7/2012 0:00	Water	Repl Heater in Blower Room at Cov Rd WTP	304000-Structures & Improvements
7/31/2006 0:00	Water	Add'l for 1 yr inspection of Lafayette Meadows Water Tower	304000-Structures & Improvements
1/31/2004 0:00	Water	Inverness Hills Pump Station Aboite Water	304000-Structures & Improvements
9/30/2004 0:00	Water	Well House Replacement, Aboite Water	304000-Structures & Improvements
7/27/2011 0:00	Water	Install Heating/Air Conditioning at Shop	304000-Structures & Improvements
9/1/2000 0:00	Water	SAFETY GRATINGS FOR IRON SETTLING TANKS-COVINGTON WTP	
4/30/2003 0:00	Water	A2100WT9 TASK 31	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	-CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING 06/08	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING 09/08	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
8/1/1999 0:00	Water	FENCE AROUND IRON SETTLING TANKS-COVINGTON ROAD WTP	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING 07/08	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING 08/08	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING 05/08	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
7/31/2006 0:00	Water	Add'l charges-1 MG elevated water storage tank	304000-Structures & Improvements
10/29/2007 0:00	Water	Replacement of all door and pad locks associated with water facilities	304000-Structures & Improvements
2/1/1999 0:00	Water	COVINGTON ROAD WATER TREATMENT PLANT OFFICE	304000-Structures & Improvements

Aqua Indiana - Utility Center, Inc.
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eng_in_service_ye	func_class	ldg_long_description	utility_account
2/28/2002	0:00 Water	600' of 6' High Chain Link Fence	304000-Structures & Improvements
7/29/2008	0:00 Water	Replace Roofs for Covington Wells #5, 6 & 7	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	02/08 AND 03/08 CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
12/1/1987	0:00 Water	*COVINGTON ROAD WELL #6 BUILDING	304000-Structures & Improvements
1/1/1991	0:00 Water	DRIVEWAY FOR NEW ABOITE WATER TOWER	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
12/1/1987	0:00 Water	*COVINGTON ROAD WELL #5 BUILDING	304000-Structures & Improvements
1/31/2006	0:00 Water	Aboite WTP Security Fence installation - 224 LF of 6 foot high chain link fence	304000-Structures & Improvements
9/1/1989	0:00 Water	COVINGTON ROAD WELL #7 STRUCTURE	304000-Structures & Improvements
8/1/2000	0:00 Water	CHESTNUT HILLS DRIVEWAY TO WELL #2	304000-Structures & Improvements
9/30/2004	0:00 Water	Well House Replacement Utility Center	304000-Structures & Improvements
2/28/2002	0:00 Water	6' fence, 2-20' slide gates & 1-service gate	304000-Structures & Improvements
9/1/1989	0:00 Water	COVINGTON ROAD WELL #7 - IMPROVEMENTS TO PROPERTY	304000-Structures & Improvements
12/31/2004	0:00 Water	6' CHAIN LINK FENCE ABOITE MEADOWS	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
5/31/2010	0:00 Water	New Aboite Water Treatment Building	304000-Structures & Improvements
12/1/1998	0:00 Water	COVINGTON ROAD WATER PLANT	304000-Structures & Improvements
4/30/2003	0:00 Water	CHESTNUT HILLS WATER TREATMENT PLANT BUILDING	304000-Structures & Improvements
7/31/2006	0:00 Water	1 MG elevated water storage tank	304000-Structures & Improvements
1/31/2004	0:00 Water	Inverness Hills Pump Station Aboite Water	304000-Structures & Improvements
			304000-Structures & Improvements Total
5/1/1976	0:00 Water	CHANGE 4" TO 6" PIPING ON WELL #2	307200-Wells & Springs
2/1/1977	0:00 Water	PIPING & METER & INSTALLATION - WELL # 2	307200-Wells & Springs
7/1/1975	0:00 Water	WELL # 2	307200-Wells & Springs
1/1/1985	0:00 Water	RENOVATING WELL #1 ABOITE	307200-Wells & Springs
6/30/2013	0:00 Water	Replace 6" Valve at Aboite Well #3	307200-Wells & Springs
8/15/2013	0:00 Water	Replace Meter Head on Chestnut Well #9	307200-Wells & Springs
2/28/2003	0:00 Water	WATER RESOURCE STUDY	307200-Wells & Springs
3/1/1978	0:00 Water	MODIFICATIONS & RENOVATIONS WELL # 3	307200-Wells & Springs
9/1/1986	0:00 Water	2 8" WELL METERS	307200-Wells & Springs
8/31/2007	0:00 Water	Mag Meters for Chestnut Hills Well #8 (8) and Well #9 (8)	307200-Wells & Springs
3/1/1978	0:00 Water	MODIFICATIONS & RENOVATION WELL # 2	307200-Wells & Springs
5/1/1993	0:00 Water	RENOVATION AND TREATMENT OF WELL #3 ABOITE	307200-Wells & Springs
5/1/1992	0:00 Water	RENOVATION OF COVINGTON ROAD WELL #6	307200-Wells & Springs
1/1/1987	0:00 Water	6" ROCK TEST WELL - COVINGTON ROAD	307200-Wells & Springs
8/31/2007	0:00 Water	Mag Meters for Covington Road Well #5 (8), Well #6 (8) and Well #7 (8)	307200-Wells & Springs
5/1/1993	0:00 Water	CHLORINATION AND REPAIR OF PUMP FOR WELL #5 COV ROAD	307200-Wells & Springs

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eng_in_service_ye	func_class	ldg_long_description	utility_account
5/1/1992 0:00	Water	RENOVATION OF ABOITE WELL #3	307200-Wells & Springs
5/1/1993 0:00	Water	RENOVATION OF ABOITE WELL #2	307200-Wells & Springs
12/1/1984 0:00	Water	RENOVATING WELLS ABOITE TOWNSHIP	307200-Wells & Springs
10/1/1998 0:00	Water	TEST WELL 98G FOR WELL #6 COVINGTON ROAD WELLFIELD	307200-Wells & Springs
6/30/2007 0:00	Water	Mag Meters for Aboite Well #1 (6), Well #2 (4), Well #3 (6) & Well #4 (8)	307200-Wells & Springs
5/1/1970 0:00	Water	AREA V WELL # 1	307200-Wells & Springs
8/1/2000 0:00	Water	CLOSURE OF WILSON WELL	307200-Wells & Springs
1/1/1997 0:00	Water	RECONDITIONING OF WELL #5 - COVINGTON ROAD	307200-Wells & Springs
1/1/1999 0:00	Water	NEW TEST WELLS FOR WHITLEY COUNTY	307200-Wells & Springs
9/1/1978 0:00	Water	12" ROCKWELL 225' - WELL #4	307200-Wells & Springs
9/1/1987 0:00	Water	12" X 300' LIMESTONE ROCK WELL - COVINGTON ROAD WELL #6	307200-Wells & Springs
7/1/1987 0:00	Water	12" X 300' LIMESTONE ROCK WELL - COVINGTON ROAD WELL #5	307200-Wells & Springs
9/1/1989 0:00	Water	COVINGTON ROAD WELL #7	307200-Wells & Springs
3/1/1978 0:00	Water	12" ROCKWELL - WELL #3	307200-Wells & Springs
6/30/2007 0:00	Water	Rebuild Pumps & Equip. at Covington Road Wells #6 and 7	307200-Wells & Springs
4/30/2009 0:00	Water	Replaced #10 Well Pump at Chestnut Hills	307200-Wells & Springs
1/15/2013 0:00	Water	IURC Audit of water pressure and service	307200-Wells & Springs
1/1/1999 0:00	Water	NEW WELL FIELD EXPLORATION-WHITLEY COUNTY	307200-Wells & Springs
12/1/1998 0:00	Water	CHESTNUT HILLS WELLFIELD #8	307200-Wells & Springs
3/31/2003 0:00	Water	CHESTNUT HILLS WELL #	307200-Wells & Springs
12/1/1998 0:00	Water	CHESTNUT HILLS WELL #9	307200-Wells & Springs
			307200-Wells & Springs Total
10/5/2007 0:00	Water	58"-12" Storm sewer and 130"-12" Perf Storm Pipe at Aboite Water Tower	309200-Supply Mains
5/1/1970 0:00	Water	RAW WATER LINE	309200-Supply Mains
5/1/1976 0:00	Water	SUPPLY MAIN - ABOITE W.T.P.	309200-Supply Mains
7/1/1975 0:00	Water	AC WATERLINE - ABOITE WELL #3 TO ABOITE W.T.P.	309200-Supply Mains
3/1/1978 0:00	Water	RAW WATER LINE - WELL 5 TO PLANT	309200-Supply Mains
9/1/1989 0:00	Water	COVINGTON ROAD WELL "7 SUPPLY MAIN	309200-Supply Mains
5/1/1976 0:00	Water	SUPPLY MAIN - ABOITE W.T.P.	309200-Supply Mains
7/1/1975 0:00	Water	AC WATERLINE - ABOITE WELL #3 TO ABOITE W.T.P.	309200-Supply Mains
11/1/1987 0:00	Water	SUPPLY MAINS - COVINGTON ROAD WELLS	309200-Supply Mains
12/1/1998 0:00	Water	CHESTNUT HILLS SUPPLY MAINS	309200-Supply Mains
10/1/1998 0:00	Water	OUTSIDE PIPING FOR COVINGTON ROAD PLANT	309200-Supply Mains
5/31/2010 0:00	Water	Supply Mains for New Aboite Water Treatment Plant	309200-Supply Mains
			309200-Supply Mains Total
7/31/2008 0:00	Water	Covington Water Treatment Plant Generator Transfer Switch Control Replacement	310000-Power Generation Equipment
5/31/2006 0:00	Water	Covington Rd Water Plant Aux Gen. - Katolight D300FRJ4T2 300KW	310000-Power Generation Equipment
			310000-Power Generation Equipment Total
7/31/2010 0:00	Water	Replace Well 200 HP Pump and Motor at Chestnut Hills Water Treatment Plant	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	-CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT 06/08	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment

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eng_in_service_ye	func_class	ldg_long_description	utility_account
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT 09/08	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT 05/08	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT 08/08	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT 07/08	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	02/08 AND 03/08 CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
11/10/2013 0:00	Water	Replace 1 hp Brine Pump at Aboite WTP	311000-Pumping Equipment
11/30/2006 0:00	Water	new grounding system and lightning surge arrestors	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment
12/13/2011 0:00	Water	2 Scada Laptops to operate pumps	311000-Pumping Equipment
11/1/2012 0:00	Water	Replace motor on Well Pump #5	311000-Pumping Equipment
8/31/2006 0:00	Water	Replaced Pump	311000-Pumping Equipment
5/10/2012 0:00	Water	Rebuild Aboite Meadows Pump #3	311000-Pumping Equipment
8/31/2009 0:00	Water	Grounding Chestnut Hills Pump #10 to eliminate electrical surges	311000-Pumping Equipment
8/31/2006 0:00	Water	replaced pump	311000-Pumping Equipment
7/31/2010 0:00	Water	Replace Well 200 HP Pump and Motor at Chestnut Hills Water Treatment Plant	311000-Pumping Equipment
7/1/1987 0:00	Water	PUMPING EQUIPMENT - COVINGTON ROAD WELL #5	311000-Pumping Equipment
9/1/1989 0:00	Water	PUMPING EQUIPMENT - COVINGTON ROAD WELL #7	311000-Pumping Equipment
3/1/2007 0:00	Water	Vertical Turbine Pump at Cov Rd Well #5	311000-Pumping Equipment
2/13/2012 0:00	Water	Covington Well #7 Rehab	311000-Pumping Equipment
6/30/2006 0:00	Water	replaced pump on well # 10	311000-Pumping Equipment
		Replace existing pump with SS Grundfos Submersible Pump, Model #475S600 and 6" Motor, 196' of Pump Cable	
12/1/2010 0:00	Water	and 180' of drop pipe at Chestnut Hills Well #8	311000-Pumping Equipment
6/30/2006 0:00	Water	replaced pump motor and well casing	311000-Pumping Equipment
6/22/2012 0:00	Water	Overhaul/reinstall/test 75 HP pump - Well #5	311000-Pumping Equipment
12/1/1987 0:00	Water	PUMPING EQUIPMENT - COVINGTON ROAD WELL #6	311000-Pumping Equipment
4/30/2003 0:00	Water	CHESTNUT HILLS WATER PLANT EQUIPMENT	311000-Pumping Equipment

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8/20/2012	0:00	Water	Chestnut Well #11-40 hp pump & materials	311000-Pumping Equipment
10/15/2008	0:00	Water	INSTALL 2 100 HP PUMP MOTORS AND LOWER PUMPS AT ABOITE MEADOWS WELL	311000-Pumping Equipment
4/30/2008	0:00	Water	Aboite Meadows WTP Replacement	311000-Pumping Equipment Total
5/31/2010	0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
12/17/2010	0:00	Water	Covington Road Water Treatment Plant Chlorination System Replacement	320300-Water Treatment Equipment
5/31/2010	0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
4/30/2008	0:00	Water	Aboite Meadows Water Treatment Plant Replacement	320300-Water Treatment Equipment
12/1/1998	0:00	Water	CHESTNUT HILLS WATER EQUIPMENT	320300-Water Treatment Equipment
4/30/2008	0:00	Water	Aboite Meadows Water Treatment Plant Replacement	320300-Water Treatment Equipment
5/31/2010	0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
2/21/2013	0:00	Water	Repl Sludge Pump-Aboite WTP recycle tank	320300-Water Treatment Equipment
10/30/2013	0:00	Water	Rebid Total Chlor Analyzer at Cov Rd. Tower	320300-Water Treatment Equipment
8/15/2013	0:00	Water	Replace Aboite WTP 8" Backwash Valves	320300-Water Treatment Equipment
7/1/2000	0:00	Water	INSTALL WIRING FOR PHOSPHORUS & BISULPHATE PUMPS AT THE COVINGTON ROAD WATER TREATMENT PLANT	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/29/2012	0:00	Water	Neptune Chemical Pump Model #535-VS-N3	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP 09/08	320300-Water Treatment Equipment
3/31/2003	0:00	Water	-CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP 06/08	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP 08/08	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP 05/08	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP 07/08	320300-Water Treatment Equipment
10/10/2013	0:00	Water	Calibrate Plant Meters-Install taps for tests	320300-Water Treatment Equipment
3/31/2003	0:00	Water	02/08 AND 03/08 CHESTNUT HILLS WATER TREATMENT EQUIP.	320300-Water Treatment Equipment
1/1/1999	0:00	Water	METERING PUMPS,CONTROL VALVES,RELEASE VALVES, FIBERGLASS MIXING TANKS FOR COVINGTON ROAD WATER TREATMENT PLANT	320300-Water Treatment Equipment
10/15/2013	0:00	Water	Rebuild Aboite WTP Brine Pumps	320300-Water Treatment Equipment
3/31/2009	0:00	Water	Replace Program Logic Controller - Chestnut Hills Water Treatment Plant	320300-Water Treatment Equipment
10/30/2013	0:00	Water	Install new electric svc to Cov. Rd. Tower	320300-Water Treatment Equipment
9/1/1989	0:00	Water	COVINGTON ROAD WELL #7 WATER TREATMENT EQUIPMENT	320300-Water Treatment Equipment
9/21/2008	0:00	Water	CHLORINE ANALYZERS TO AUTOMATE CHLORINE TESTING	320300-Water Treatment Equipment
6/1/2000	0:00	Water	DECHLORINATION EQUIPMENT - COVINGTON ROAD WATER PLANT ENGINEERING FOR F.A. #111-302-058	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003	0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment

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3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
7/1/2013 0:00	Water	Replace Chestnut WTP Chlorine Controllers	320300-Water Treatment Equipment
5/1/1999 0:00	Water	TOWER LEVEL & RECORDING SYSTEM COVINGTON ROAD WTP	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
5/1/1999 0:00	Water	COVINGTON ROAD TOWER LEVEL & RECORDING SYSTEM	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
11/30/2009 0:00	Water	(4) Dehumidifiers for Covington and Chestnut Hills Water Plants	320300-Water Treatment Equipment
4/1/2012 0:00	Water	Install 2 Chlorine tank shutoffs-Chestnut WTP	320300-Water Treatment Equipment
7/1/2000 0:00	Water	INSTALL SUBMERSIBLE PUMP-COVINGTON ROAD WATER PLANT CONNECTION WITH F.A. #111-320-060	ENGINEERING SERVICES IN 320300-Water Treatment Equipment
2/28/2002 0:00	Water	Iron Settling Tanks	320300-Water Treatment Equipment
5/31/2010 0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
1/31/2007 0:00	Water	Add'l charges-replaced filter media and upgraded filter tanks in Covington WTP and Chestnut WTP	320300-Water Treatment Equipment
4/30/2008 0:00	Water	Aboite Meadows Water Treatment Plant Replacement	320300-Water Treatment Equipment
9/30/2009 0:00	Water	Install Water Softeners at the Covington Road Water Treatment Plant	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
6/23/2011 0:00	Water	Chestnut Hills WTP New Chlorination System	320300-Water Treatment Equipment
12/17/2010 0:00	Water	Covington Road Water Treatment Plant Chlorination System Replacement	320300-Water Treatment Equipment
5/31/2010 0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
1/31/2007 0:00	Water	replaced filter media and upgraded filter tanks in Covington WTP and Chestnut WTP	320300-Water Treatment Equipment
12/15/2009 0:00	Water	Installation of Water Softeners at the Chestnut Hills Water Treatment Plant	320300-Water Treatment Equipment
12/1/1998 0:00	Water	COVINGTON ROAD WATER TREATMENT EQUIPMENT	320300-Water Treatment Equipment
9/30/2009 0:00	Water	Install Water Softeners at the Covington Road Water Treatment Plant	320300-Water Treatment Equipment
3/31/2003 0:00	Water	CHESTNUT HILLS WATER TREATMENT EQUIP	320300-Water Treatment Equipment
12/15/2009 0:00	Water	Installation of Water Softeners at the Chestnut Hills Water Treatment Plant	320300-Water Treatment Equipment
5/31/2010 0:00	Water	Treatment Equipment for New Aboite Water Plant	320300-Water Treatment Equipment
1/31/2007 0:00	Water	Installed altitude valve and valve vault structure at aboite meadows water tank site	320300-Water Treatment Equipment Total
1/31/2007 0:00	Water	installed altitude valve and valve vault structure at Covington water tank site	330400-Dist Reservoirs & Standpipes
7/1/1975 0:00	Water	500,000 GALLON ELEVATED STORAGE TANK - ABOITE TWP.	330400-Dist Reservoirs & Standpipes
9/1/1991 0:00	Water	1,500,000 GALLON ELEVATED WATER STORAGE TANK - ABOITE	330400-Dist Reservoirs & Standpipes
5/31/2004 0:00	Water	8" water Main Amber Highlands	330400-Dist Reservoirs & Standpipes Total
5/31/2004 0:00	Water	8" Water Main Aboite Water	331400-T&D Mains
12/1/2003 0:00	Wastewater		331400-T&D Mains
1/31/2005 0:00	Water	Add'l charges-10,000 LF 16 inch HDPE water pipe	331400-T&D Mains
9/30/2004 0:00	Water	STATE ROAD 14 WATER MAIN EXTENSION ABOITE	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
5/31/2008 0:00	Water	2008 Capitalized Water Main Breaks	331400-T&D Mains
12/31/2005 0:00	Water	CIAC-Lafayette Meadows Feeder Main	331400-T&D Mains
5/31/2004 0:00	Water	8" Water Main Aboite Water Winding Brook	331400-T&D Mains

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12/31/2005 0:00	Water	Add'l costs-Capitalized Main Breaks from June to December 2005 - Aboite Water System	331400-T&D Mains
11/30/2009 0:00	Water	Aboite Center Road Water Relocation-858' of 8" water main-1 hydrant - 1-1" service	331400-T&D Mains
4/5/2007 0:00	Water	County Line Transmission Water Line	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9,384'-12" Water Line	331400-T&D Mains
12/31/2005 0:00	Water	Add'l costs-Capitalized Main Breaks from June to December 2005 - Aboite Water System	331400-T&D Mains
2/28/2006 0:00	Water	Calera onsite water line oversizing 747 LF of 8" water line	331400-T&D Mains
4/23/2009 0:00	Water	Falls of Beaver Creek-8006 Sunny Hill Cove Main Break-Replaced 5' of 12" Water Line and Material	331400-T&D Mains
2/28/2006 0:00	Water	Heather Ridge-Pebblewood Place water main extension 124 LF of 6" water line	331400-T&D Mains
11/1/2010 0:00	Water	Replaced 5' of 2" copper line in Hamilton Pointe Apts due to leak in main line	331400-T&D Mains
7/13/2010 0:00	Water	Replace 9' of 2" water main at 9008 Seawind Place in Haverhill	331400-T&D Mains
9/30/2004 0:00	Water	STATE ROAD 14 WATER MAIN EXTENSION ABOITE	331400-T&D Mains
4/5/2007 0:00	Water	County Line Transmission Water Line	331400-T&D Mains
8/31/2010 0:00	Water	Replace 8' of 2" Poly Water Line at 2922 Dockshire Lane in Shores of Oak Borough	331400-T&D Mains
12/15/2009 0:00	Water	Covington Road Valve Replacement-Replaced 3-12" valves and 5-8" valves	331400-T&D Mains
9/30/2005 0:00	Water	Bridgewater VII-1784'-8",1475'-12" waterline,11hydrants,Aboite Water	331400-T&D Mains
8/1/1984 0:00	Water	TIMBERLAKE	331400-T&D Mains
5/31/2008 0:00	Water	2008 Capitalized Water Main Breaks	331400-T&D Mains
4/23/2009 0:00	Water	Falls of Beaver Creek-8006 Sunny Hill Cove Main Break-Replaced 5' of 12" Water Line and Material	331400-T&D Mains
		Harrison Fields water line oversizing - (ONSITE) 3600 LF of 8 inch water line oversized to 12 inch; (OFFSITE) 2900	
3/31/2006 0:00	Water	LF of 8 inch water line oversized to 16 inch	331400-T&D Mains
1/31/2005 0:00	Water	CONTRIBUTED PROPERTY ABOITE WATER	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
10/1/1975 0:00	Water	AC WATER LINE ABOITE LAKE EST SEC I	331400-T&D Mains
1/31/2007 0:00	Water	misc. water main breaks repaired in Aboite Twp.	331400-T&D Mains
6/1/2005 0:00	Water	Rolling Hills Water Line Extension-20'6" C900 SDR 18 PVC Pipe&620'8" C900 SDR 18 PVC Pipe,Aboite Water	331400-T&D Mains
7/1/1987 0:00	Water	2" CUL-DE-SAC COVINGTON PLACE	331400-T&D Mains
7/29/2010 0:00	Water	Install 8" valve on water line at 9708 Berkshire Lane	331400-T&D Mains
9/5/2008 0:00	Water	Kekionga Shores-5906 Tomahawk Trail Main Break-Replace 6' of 6" Water Line and material	331400-T&D Mains
		Add'l costs-Harrison Fields water line oversizing - (ONSITE) 3600 LF of 8 inch water line oversized to 12 inch;	
3/31/2006 0:00	Water	(OFFSITE) 2900 LF of 8 inch water line oversized to 16 inch	331400-T&D Mains
12/31/2005 0:00	Water	Copper Hill-Twisted Hill Water Line - 122'-6" Water Line	331400-T&D Mains
9/1/1986 0:00	Water	HOMESTEAD ACRES-CUL-DE-SAC-SPARTAN DRIVE	331400-T&D Mains
12/1/1984 0:00	Water	SHORES OF OAK BOROUGH III	331400-T&D Mains
10/1/1983 0:00	Water	COVINGTON BLUFFS - WATER LINES	331400-T&D Mains
4/1/1982 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE	331400-T&D Mains
8/1/1992 0:00	Water	WEST COTTAGE APARTMENTS SUBDIVISION TAP	331400-T&D Mains
8/1/1996 0:00	Water	INVERNESS LAKES, SEC. V - WATER	331400-T&D Mains
3/1/1973 0:00	Water	DEERFIELD ESTATES SEC. A & B	331400-T&D Mains
4/30/2009 0:00	Water	Main Break-Falls of Beaver Creek-Replace 5' of 12" Water Line	331400-T&D Mains
4/1/1985 0:00	Water	GLENS OF BITTERSWEET CUL DE SAC	331400-T&D Mains
4/1/1987 0:00	Water	JEFFERSON PLACE - CHLORINATION TAP	331400-T&D Mains
12/1/1972 0:00	Water	LIBERTY HILLS WEST, SEC. 1 & 2	331400-T&D Mains
1/1/1976 0:00	Water	BARRINGTON WOODS - 4 BLOW OFFS - 2 AIR RELEASE	331400-T&D Mains

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1/1/1979 0:00	Water	BITTERSWEET MOORS II, PVC WATERLINE	331400-T&D Mains
4/1/1987 0:00	Water	PINE HOLLOW - 2" CUL-DE-SAC - WINTERGREEN DRIVE	331400-T&D Mains
4/1/1977 0:00	Water	COVINGTON CREEK CONDO. PHASE 1-B	331400-T&D Mains
1/31/2005 0:00	Water	Westlakes to Dells of Bittersweet Water Line Ext	331400-T&D Mains
2/1/1998 0:00	Water	WALNUT CREEK, SEC. II PH. II - WATER	331400-T&D Mains
1/31/2005 0:00	Water	INSTALL MAIN LAKES OF LIBERTY MILLS	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
6/30/2007 0:00	Water	2007 4th qtr Main Breaks - Aboite	331400-T&D Mains
12/1/1975 0:00	Water	FOREST RIDGE SEC. E	331400-T&D Mains
8/1/1985 0:00	Water	COPPER HILL II - WATERLINE AND 1 CUL-DE-SAC	331400-T&D Mains
12/31/2009 0:00	Water	West Hamilton Road Water Line Loop-679' of 12" Water Main	331400-T&D Mains
3/1/1983 0:00	Water	2" PLASTIC WATERLINE-WINTERFIELD	331400-T&D Mains
6/1/2011 0:00	Water	Mains:Special Construction (4" & under)	331400-T&D Mains
12/1/1986 0:00	Water	DELLS OF BITTERSWEET III & IV	331400-T&D Mains
3/1/1985 0:00	Water	COVINGTON HOMESTEAD - CUL DE SAC	331400-T&D Mains
1/31/2005 0:00	Water	INSTALL MAIN JONATHAN'S LANDING	331400-T&D Mains
1/1/1985 0:00	Water	TIMBERLAKE I CUL-DE-SAC (SILVERFOX CT)	331400-T&D Mains
7/1/1975 0:00	Water	MAKEN DRIVE LIBERTY HILLS	331400-T&D Mains
1/1/1979 0:00	Water	BITTERSWEET MOORS II, PVC WATERLINE	331400-T&D Mains
7/1/1997 0:00	Water	WALNUT CREEK, SEC. II, PH I - WATER	331400-T&D Mains
8/24/2010 0:00	Water	Replace 8' of 6" water main at 2804 Old Orchard Road	331400-T&D Mains
6/1/1981 0:00	Water	COVINGTON CREEK PHASE V	331400-T&D Mains
12/1/1986 0:00	Water	HAMLETS OF WOODLAND RIDGE IV	331400-T&D Mains
12/6/2007 0:00	Water	Relocate 1214'-8" Water Main 3-Type I Fire Hdrants and 2-8" valves on Amber Road	331400-T&D Mains
4/1/1990 0:00	Water	DELLS OF BITTERSWEET - 2" LINE BITTERSWEET DELLS LANE	331400-T&D Mains
8/1/1984 0:00	Water	GLENS OF BITTERSWEET	331400-T&D Mains
6/1/1981 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE PHASE II BLDGS. 9-20	331400-T&D Mains
12/1/1986 0:00	Water	SARATOGA PARK	331400-T&D Mains
6/25/2009 0:00	Water	Main Break-Pine Hollow/11236 Rolling Pine Road-Replace 6' of 2" water line	331400-T&D Mains
8/1/1984 0:00	Water	LIBERTY HILLS	331400-T&D Mains
10/1/1984 0:00	Water	TIMBERLAKE I CUL-DE-SAC (WHITE SAND CT)	331400-T&D Mains
12/1/1997 0:00	Water	BRIDGEWATER, SEC. III-WATER	331400-T&D Mains
9/1/1981 0:00	Water	COVINGTON CREEK V	331400-T&D Mains
9/1/2009 0:00	Water	Main Break-The Hamlets/6408 E Canal Pt-Replace 8' of 2" water line	331400-T&D Mains
6/1/1994 0:00	Water	INVERNESS LAKES, SEC II WATER LINES	331400-T&D Mains
2/1/1997 0:00	Water	WESTCHESTER RIDGE, SEC. III - WATER	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
12/31/2004 0:00	Water	Main Replacements Utility Center	331400-T&D Mains
8/15/2009 0:00	Water	Main Break-Kekionga Shores/5406 Tomahwak Trail-Replace 7' of 6" water line	331400-T&D Mains
9/1/1972 0:00	Water	LIBERTY HILLS	331400-T&D Mains
6/1/1991 0:00	Water	HAMLETS OF WOODLAND RIDGE VI	331400-T&D Mains
12/1/1986 0:00	Water	ASPEN VILLAGE IV & V	331400-T&D Mains
11/1/1984 0:00	Water	SHORES OF OAK BOROUGH SEC II	331400-T&D Mains
1/1/1979 0:00	Water	HEATHER RIDGE SEC. II	331400-T&D Mains

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eng_in_service_ye	func_class	ldg_long_description	utility_account
8/1/1994 0:00	Water	INVERNESS LAKES SEC. IV, WATER LINES	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9,384' of 12" Water Line	331400-T&D Mains
6/1/1994 0:00	Water	INVERNESS LAKES, SEC II WATER LINES	331400-T&D Mains
9/1/1972 0:00	Water	WATER LINE - E SADDLE DRIVE - ABOITE MEADOWS	331400-T&D Mains
10/1/1985 0:00	Water	OAK BOROUGH - 2" CUL-DE-SAC	331400-T&D Mains
8/1/1985 0:00	Water	HAMLETS OF WOODLAND RIDGE - CUL DE SAC	331400-T&D Mains
12/2/2008 0:00	Water	Kekiona Shores-5108 Chippewa Trail Place Main Break - Replace 8' of 6" and 9' of 8" water line and material	331400-T&D Mains
11/1/1984 0:00	Water	SHORES OF OAK BOROUGH CUL DE SAC	331400-T&D Mains
5/1/1985 0:00	Water	COPPER HILL - CUL DE SAC	331400-T&D Mains
7/1/2010 0:00	Water	Replace 8' of 16" water line due to main break at entrance #2 of Heron Preserve	331400-T&D Mains
11/23/2008 0:00	Water	Shores of Coventry-4918 Long Canon Place Main Break-Replaced 20' of 6" water line and material	331400-T&D Mains
5/31/2009 0:00	Water	Main Break-Copper Hill/8720 Cobblestone Dr-Replace 12' of 2" water line	331400-T&D Mains
8/1/1996 0:00	Water	COVINGTON MANOR FARMS PHASE 1-B ADDITION - WATER	331400-T&D Mains
8/1/1990 0:00	Water	GLENS OF LIBERTY MILLS IV WATER LINES	331400-T&D Mains
6/1/1981 0:00	Water	LIBERTY HILLS IX	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
12/1/1986 0:00	Water	DELLS OF BITTERSWEET III & IV	331400-T&D Mains
4/1/1987 0:00	Water	COVINGTON PLACE - 2" CUL-DE-SAC - EAGLE CREEK CT	331400-T&D Mains
9/1/1973 0:00	Water	LIBERTY HILLS	331400-T&D Mains
1/1/1976 0:00	Water	WATER LINE - WATER SERVICE FROM ABOITE MEADOWS & HAVERHILL TO ABOITE LAKE EST	331400-T&D Mains
4/23/2009 0:00	Water	Falls of Beaver Creek-8006 Sunny Hill Cove Main Break-Replaced 5' of 12" Water Line and Material	331400-T&D Mains
6/30/2007 0:00	Water	2007 Aboite Main Breaks	331400-T&D Mains
1/1/1980 0:00	Water	COPPER HILL MAIN EXTENSION-TAPPING SLEEVE-12 X 12-TAPPING VALVE 12" & BOX GRAVEL	331400-T&D Mains
12/1/1984 0:00	Water	SHORES OF OAK BOROUGH III	331400-T&D Mains
7/1/1995 0:00	Water	HAMLETS OF WOODLAND RIDGE, SEC. VIII B - WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	OAK BOROUGH III	331400-T&D Mains
12/1/1986 0:00	Water	DELLS OF BITTERSWEET I - (1) CUL-DE-SAC AND 1 CHLORINE TAP	331400-T&D Mains
1/1/1979 0:00	Water	WOODLAND RIDGE	331400-T&D Mains
12/1/1975 0:00	Water	DEERFIELD ESTATES SEC. E	331400-T&D Mains
8/24/2009 0:00	Water	Main Break-Bridgewater/1517 Sweet Flag Cove-Replace 60' of 8" water line	331400-T&D Mains
3/1/1990 0:00	Water	2" WATER LINE - DELLS OF BITTERSWEET	331400-T&D Mains
1/1/1976 0:00	Water	BARRINGTON WOODS - 4 BLOW OFFS - 2 AIR RELEASE	331400-T&D Mains
7/13/2010 0:00	Water	Replace 9' of 2" water main at 9008 Seawind Place in Haverhill	331400-T&D Mains
6/1/1988 0:00	Water	12 X 12 SUB TAP - MIDWEST OFFICE PARK	331400-T&D Mains
8/1/1984 0:00	Water	SHORES OF OAK BOROUGH SEC I	331400-T&D Mains
6/1/1994 0:00	Water	COVINGTON MANOR FARMS, PH I-A WATER LINES	331400-T&D Mains
3/1/1996 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. I - WATER	331400-T&D Mains
12/1/1985 0:00	Water	DELLS OF BITTERSWEET I-ONSITE	331400-T&D Mains
12/1/1993 0:00	Water	12X8 SUBDIVISION TAP FOR SOUTHWEST AUTOMOTIVE	331400-T&D Mains
9/1/1985 0:00	Water	WEST HAMILTON EST - 6 X 6 SUBDIVISION TAP	331400-T&D Mains
9/30/2005 0:00	Water	Amber Highlands II, 170'-8" water line and 1 hyd-1 valve	331400-T&D Mains
8/1/1998 0:00	Water	WALNUT CREEK, SEC. II, PH III - WATER	331400-T&D Mains
9/1/1992 0:00	Water	ABBEY PLACE VILLAS, SEC I WATER LINES	331400-T&D Mains
7/13/2010 0:00	Water	FRReplace 9' of 2" water main at 9008 Seawind Place in Haverhill	331400-T&D Mains

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3/1/1995 0:00	Water	MIDWEST OFFICE AND MEDICAL PARK - WATER LINES	331400-T&D Mains
8/1/1987 0:00	Water	2" SERVICE LINE TO BROOKS PROPERTY-COVINGTON ROAD	331400-T&D Mains
9/1/1993 0:00	Water	BRIGADOON LAKE ESTATES EXT. WATER LINES	331400-T&D Mains
10/1/1987 0:00	Water	12X12 SUBDIVISION TAP - U.S. 24 PIZZA HUT	331400-T&D Mains
12/31/2005 0:00	Water	Capitalized Main Breaks from June to December 2005 - Aboite Water System	331400-T&D Mains
9/1/1978 0:00	Water	PLASTIC WATER LINE - 1 BLOW-OFF - AMBER RIDGE	331400-T&D Mains
12/17/2012 0:00	Water	Mains:Plastic, PVC, or HDPE (4" & under)	331400-T&D Mains
10/1/1974 0:00	Water	COVINGTON CREEK CONDO. PHASE CCO7	331400-T&D Mains
5/1/1970 0:00	Water	AC WATERLINE - JENN RIDGE	331400-T&D Mains
5/1/1970 0:00	Water	KEKIONGA SHORES	331400-T&D Mains
6/1/1981 0:00	Water	PORTA TRAIL WATER MAIN EXTENSION - JENN RIDGE	331400-T&D Mains
9/1/1985 0:00	Water	COVINGTON WOODS, SEC I, PH II	331400-T&D Mains
8/1/1992 0:00	Water	ABBAY PLACE, PHASE I WATER LINES	331400-T&D Mains
9/19/2012 0:00	Water	Mains:Plastic, PVC, or HDPE (4" & under)	331400-T&D Mains
6/1/1994 0:00	Water	WESTCHESTER LAKES, SEC III WATER LINES	331400-T&D Mains
4/1/1977 0:00	Water	AC WATER MAIN - ABOITE MEADOWS SEC. "C"	331400-T&D Mains
12/1/1986 0:00	Water	GLENS OF LIBERTY MILLS I	331400-T&D Mains
9/18/2009 0:00	Water	Main Break-Old Orchard Place/6426 Apple Jack Run-Replace 6" valve and 5' of 6" pipe	331400-T&D Mains
12/31/2005 0:00	Water	Capitalized Main Breaks from June to December 2005 - Aboite Water System	331400-T&D Mains
8/1/1984 0:00	Water	CANDLELITE - CUL DE SAC ON HEARTHSTONE &	331400-T&D Mains
9/1/1985 0:00	Water	COPPER HILL - 2 CUL-DE-SACS (CHIMNEY HILL PL & DUNMORE)	331400-T&D Mains
12/1/1986 0:00	Water	VILLAGE AT COVENTRY, PHASE I & II	331400-T&D Mains
1/1/1974 0:00	Water	WATER MAIN ALONG 24 TO GENERAL TELEPHONE	331400-T&D Mains
10/1/1994 0:00	Water	LOWER WATER MAIN ALONG HOMESTEAD ROAD BY BITTERSWEET LAKE	331400-T&D Mains
7/1/1985 0:00	Water	JENN RIDGE	331400-T&D Mains
4/1/1977 0:00	Water	BITTERSWEET MOORS, SEC. I, A C WATERLINE	331400-T&D Mains
8/1/1984 0:00	Water	TIMBERLAKE	331400-T&D Mains
10/27/2012 0:00	Water	Mains:Special Construction (4" & under)	331400-T&D Mains
10/1/1995 0:00	Water	THE HOMESTEADS, PHASE II-WATER LINES	331400-T&D Mains
8/1/1996 0:00	Water	COVINGTON MANOR FARMS PHASE 1-B ADDITION - WATER	331400-T&D Mains
4/1/1977 0:00	Water	SHORES OF COVENTRY	331400-T&D Mains
1/1/1979 0:00	Water	WINTERFIELD SEC. II	331400-T&D Mains
3/1/1978 0:00	Water	NORTH SHORES SEC. III & IV	331400-T&D Mains
5/1/1981 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE PHASE I	331400-T&D Mains
5/31/2008 0:00	Water	2008 Capital Water Main Breaks	331400-T&D Mains
1/1/1979 0:00	Water	A.C.P. WATER LINE - ASPEN VILLAGE, LOOP WITH PLANT OF ABOITE	331400-T&D Mains
1/1/1994 0:00	Water	WESTCHESTER RIDGE SEC. II WATER LINES	331400-T&D Mains
6/30/2007 0:00	Water	Aboite Main Breaks - 2007	331400-T&D Mains
5/1/1998 0:00	Water	AMBER LAKE VILLAS, SEC. I - WATER	331400-T&D Mains
8/1/1985 0:00	Water	COPPER HILL II - WATERLINE AND 1 CUL-DE-SAC	331400-T&D Mains
8/1/1992 0:00	Water	ABBAY PLACE, PHASE I WATER LINES	331400-T&D Mains
3/1/1978 0:00	Water	SHORES OF COVENTRY	331400-T&D Mains
1/1/2000 0:00	Water	CHESTNUT HILLS, SEC. XII	331400-T&D Mains
5/31/2008 0:00	Water	2008 Capitalized Main Breaks	331400-T&D Mains

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12/15/2001 0:00	Water	9 hydrants, 11 valves and piping	331400-T&D Mains
9/30/2005 0:00	Water	Shadow Ridge II-1128'-8" waterline, 2 hyd, 2 valves, Aboite W	331400-T&D Mains
10/1/1984 0:00	Water	GLENS OF BITTERSWEET II & III	331400-T&D Mains
12/1/1986 0:00	Water	COPPER HILL III - 6 CUL-DE-SACS	331400-T&D Mains
2/1/1997 0:00	Water	WESTCHESTER RIDGE, SEC. III - WATER	331400-T&D Mains
12/1/1985 0:00	Water	DELLS OF BITTERSWEET I-ONSITE	331400-T&D Mains
6/2/2009 0:00	Water	Main Break-State Road 14 and Woodmore Dr-Replaced 6' of 8" water line	331400-T&D Mains
5/1/1992 0:00	Water	SHOREWOOD SEC V WATER LINES	331400-T&D Mains
9/1/1979 0:00	Water	CANDLELITE PARK B & C, 1 B.O.	331400-T&D Mains
8/1/1998 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. III, PH1 - WATER	331400-T&D Mains
1/1/1979 0:00	Water	WINTERFIELD SEC. II	331400-T&D Mains
6/30/2009 0:00	Water	Main Break-Corner of SR 14 and Woodmore Ct-Replace 6' of 8" Water Line	331400-T&D Mains
8/1/1998 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. III, PH1 - WATER	331400-T&D Mains
6/1/1994 0:00	Water	COVINGTON MANOR FARMS, PH I-A WATER LINES	331400-T&D Mains
8/1/1996 0:00	Water	COVINGTON MANOR FARMS PHASE 1-B ADDITION - WATER	331400-T&D Mains
10/1/1980 0:00	Water	COVINGTON CREEK PROFESSIONAL VILLAGE, 5 2" TAPS ON MAIN LINE	331400-T&D Mains
5/1/1981 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE PHASE I	331400-T&D Mains
5/1/1970 0:00	Water	ROLLING HILLS	331400-T&D Mains
10/20/2011 0:00	Water	Mains:Valves (6, 8, & 10")	331400-T&D Mains
5/1/1970 0:00	Water	C.I. WATER LINE - ABOITE MEADOWS	331400-T&D Mains
2/1/1975 0:00	Water	HAVERHILL SEC. I	331400-T&D Mains
6/1/1994 0:00	Water	COVINGTON MANOR FARMS, PH I-A WATER LINES	331400-T&D Mains
4/1/1977 0:00	Water	COVINGTON CREEK CONDO. PHASE 1-B	331400-T&D Mains
6/3/2011 0:00	Water	Mains:Special Construction (6, 8, & 10")	331400-T&D Mains
9/30/2005 0:00	Water	Amber Highlands III-2800'-8" waterline 5 hyd-8valves, Aboite Water	331400-T&D Mains
1/1/1973 0:00	Water	DEERFIELD ESTATES SEC. C	331400-T&D Mains
6/1/1985 0:00	Water	HAMLETS OF WOODLAND RIDGE III	331400-T&D Mains
9/30/2005 0:00	Water	Amber Highlands II, 170'-8" water line and 1 hyd-1 valve	331400-T&D Mains
9/1/1972 0:00	Water	KEKIONGA	331400-T&D Mains
7/1/1985 0:00	Water	OAK BOROUGH SEC II	331400-T&D Mains
6/1/1988 0:00	Water	LOWERING OF 12" WATER LINE ON U S 24 WEST	331400-T&D Mains
1/1/1995 0:00	Water	WESTLAKES SEC. I, WATER LINES	331400-T&D Mains
12/1/1995 0:00	Water	BRIDGEWATER, SEC. I - WATER LINES	331400-T&D Mains
1/31/2007 0:00	Water	Valve replacement - aboite system	331400-T&D Mains
4/5/2007 0:00	Water	County Line Transmission Water Line	331400-T&D Mains
6/30/2002 0:00	Water	OFFSITE WATER LINE & HYDRANT	331400-T&D Mains
12/1/1986 0:00	Water	JEFFERSON PLACE	331400-T&D Mains
12/16/2010 0:00	Water	Mains:Ductile Iron (4" & under)	331400-T&D Mains
9/30/2002 0:00	Water	Water Lines	331400-T&D Mains
12/1/1986 0:00	Water	VILLAGE AT COVENTRY, PHASE I & II	331400-T&D Mains
3/1/1995 0:00	Water	MIDWEST OFFICE AND MEDICAL PARK - WATER LINES	331400-T&D Mains
3/1/1996 0:00	Water	WALNUT CREEK, SEC. I - WATER LINES	331400-T&D Mains
1/31/2007 0:00	Water	THE FOUNTAIN OF COVENTRY WATER LINE	331400-T&D Mains
8/1/1991 0:00	Water	COVINGTON CHASE, SEC. I WATER LINES	331400-T&D Mains

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9/30/2006 0:00	Water	Add'l charges-New meter changeouts - Aboite Township	331400-T&D Mains
3/1/1978 0:00	Water	AC WATER LINE - 1 BLOW OFF - ASPEN VILLAGE SEC II	331400-T&D Mains
12/1/1992 0:00	Water	WESTCHESTER GLENS, SEC VI WATER LINES	331400-T&D Mains
10/1/1984 0:00	Water	OAK BOROUGH SECTION I	331400-T&D Mains
6/1/1992 0:00	Water	SHOREWOOD SEC IV WATER LINES	331400-T&D Mains
7/1/1993 0:00	Water	12' WATER MAIN EXTENSION ALONG WEST JEFFERSON SERVING WENDY'S RESTAURANT AND SOUTHWEST AUTOMOTIVE	331400-T&D Mains
5/31/2003 0:00	Water	INTERCONNECT WATER MAIN ON ABOITE CTR RD FROM WINTERFIELD RD WEST 800'	331400-T&D Mains
1/1/1995 0:00	Water	WESTLAKES SEC. II, WATER LINES	331400-T&D Mains
11/1/1996 0:00	Water	BRIGADOON LAKE EST.-WATER LINES	331400-T&D Mains
6/1/1981 0:00	Water	COVINGTON CREEK PHASE V	331400-T&D Mains
6/1/1981 0:00	Water	CUL-DE-SAC HEATHER RIDGE I & II	331400-T&D Mains
4/1/1976 0:00	Water	AC WATER LINE - ABOITE MEADOWS SEC. "C"	331400-T&D Mains
1/1/1976 0:00	Water	CANDLELITE PARK	331400-T&D Mains
6/1/1991 0:00	Water	HAMLETS OF WOODLAND RIDGE VI	331400-T&D Mains
9/1/1993 0:00	Water	EAGLE CREEK, SEC IV, PH I WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	PINE HOLLOW II	331400-T&D Mains
3/1/1991 0:00	Water	WESTCHESTER GLENS V	331400-T&D Mains
6/30/2007 0:00	Water	2007 Aboite Main Breaks	331400-T&D Mains
11/1/1996 0:00	Water	WALNUT CREEK, SEC. I, PHASE II - WATER	331400-T&D Mains
9/1/1992 0:00	Water	ABBEY PLACE, SEC II WATER LINES	331400-T&D Mains
6/1/1992 0:00	Water	WESTCHESTER LAKES SEC I WATER LINES	331400-T&D Mains
8/1/1996 0:00	Water	INVERNESS LAKES, SEC. V - WATER	331400-T&D Mains
5/1/1970 0:00	Water	C.I. WATERLINE - INVERNESS HILLS	331400-T&D Mains
4/1/1990 0:00	Water	WESTCHESTER GLENS III	331400-T&D Mains
5/1/1992 0:00	Water	SHOREWOOD SEC V WATER LINES	331400-T&D Mains
9/30/2006 0:00	Water	Add'l charges-Aboite Township Main Breaks	331400-T&D Mains
8/1/1994 0:00	Water	WHISPERING WOODS SEC. I WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	HAMLETS OF WOODLAND RIDGE IV	331400-T&D Mains
8/1/1983 0:00	Water	WATER MAIN BARRINGTON ESTATES-8" TAP	331400-T&D Mains
7/15/2010 0:00	Water	Replace 8' of 2" Poly Water Line at 2922 Dockshire Lane in Shores of Oak Borough	331400-T&D Mains
6/1/1992 0:00	Water	SHOREWOOD SEC IV WATER LINES	331400-T&D Mains
3/1/1976 0:00	Water	LIBERTY HILLS WEST, SEC. 4	331400-T&D Mains
5/1/1970 0:00	Water	FOREST RIDGE ESTATES	331400-T&D Mains
5/1/1970 0:00	Water	C.I. WATER LINE - ABOITE MEADOWS	331400-T&D Mains
12/31/2006 0:00	Water	Installed water tap assembly - Refer to 32695600654	331400-T&D Mains
2/1/1994 0:00	Water	EAGLE CREEK SEC V WATER LINES	331400-T&D Mains
4/1/1977 0:00	Water	AC WATER MAIN - ABOITE MEADOWS SEC. "C"	331400-T&D Mains
12/1/1975 0:00	Water	DEERFIELD ESTATES SEC. E	331400-T&D Mains
6/18/2012 0:00	Water	Mains:Special Construction (6, 8, & 10")	331400-T&D Mains
5/31/2004 0:00	Water	8" Water pipe to loop system Amber Highlands	331400-T&D Mains
1/1/1975 0:00	Water	LIBERTY HILLS WEST, SEC. III	331400-T&D Mains
6/1/1977 0:00	Water	NORTH SHORES OF COVENTRY SEC. II	331400-T&D Mains
12/1/1985 0:00	Water	SARATOGA PARK - (2) SUB-TAPS AND (1) CHLORINE TAP	331400-T&D Mains

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1/1/1979 0:00	Water	WOODLAND RIDGE	331400-T&D Mains
8/1/1994 0:00	Water	INVERNESS LAKES SEC. IV, WATER LINES	331400-T&D Mains
3/1/1978 0:00	Water	A C WATERLINE - BARRINGTON WOODS SEC. B	331400-T&D Mains
12/1/1995 0:00	Water	BRIDGEWATER, SEC. I - WATER LINES	331400-T&D Mains
6/1/1981 0:00	Water	COVINGTON CREEK PHASE V	331400-T&D Mains
5/31/2008 0:00	Water	July Main Breaks - Aboite	331400-T&D Mains
3/1/1996 0:00	Water	WALNUT CREEK, SEC. I - WATER LINES	331400-T&D Mains
6/1/1977 0:00	Water	AC WATER LINE - ASPEN VILLAGE SEC I	331400-T&D Mains
3/1/1995 0:00	Water	MIDWEST OFFICE AND MEDICAL PARK - WATER LINES	331400-T&D Mains
5/1/1981 0:00	Water	BLUE CREEK	331400-T&D Mains
1/31/2007 0:00	Water	lowered inverness water line	331400-T&D Mains
7/1/1985 0:00	Water	TIMBERLAKE II	331400-T&D Mains
3/1/1996 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. I - WATER	331400-T&D Mains
10/31/2004 0:00	Water	8" pipe Westcott Ridge	331400-T&D Mains
9/30/2006 0:00	Water	Aboite Township Main Breaks	331400-T&D Mains
7/1/1995 0:00	Water	HAMLETS OF WOODLAND RIDGE, SEC. VIII B - WATER LINES	331400-T&D Mains
8/1/1991 0:00	Water	COVINGTON CHASE, SEC. I WATER LINES	331400-T&D Mains
6/1/1989 0:00	Water	8" WATER LINE ALONG HOMESTEAD ROAD FROM ABOITE CENTER TO SWAC SCHOOLS	331400-T&D Mains
2/1/1998 0:00	Water	HAMLETS OF WOODLAND RIDGE, SEC. 8C - WATER	331400-T&D Mains
12/1/1991 0:00	Water	COVINGTON DELLS 8" WATER LINE	331400-T&D Mains
1/1/1979 0:00	Water	HOMESTEAD	331400-T&D Mains
12/1/1972 0:00	Water	PHASE I COVINGTON CREEK CONDOMINIUMS	331400-T&D Mains
9/1/1996 0:00	Water	WESTLAKES, SEC. III- WATER	331400-T&D Mains
8/1/1979 0:00	Water	AC WATER LINE - 1 BLOW OFF - ASPEN VILLAGE SEC. III	331400-T&D Mains
2/1/1998 0:00	Water	WALNUT CREEK, SEC. II PH. II - WATER	331400-T&D Mains
11/1/1984 0:00	Water	SHORES OF OAK BOROUGH SEC II	331400-T&D Mains
7/1/1985 0:00	Water	OAK BOROUGH SEC II	331400-T&D Mains
8/1/1992 0:00	Water	INVERNESS LAKES, SEC I WATER LINES	331400-T&D Mains
4/1/1976 0:00	Water	AC WATER LINE - ABOITE MEADOWS SEC. "C"	331400-T&D Mains
11/1/1997 0:00	Water	THE COVES AT WESTLAKES, SEC. I - WATER	331400-T&D Mains
7/1/1985 0:00	Water	COVINGTON WOODS SEC I PHASE I	331400-T&D Mains
6/1/1992 0:00	Water	WESTCHESTER LAKES SEC I WATER LINES	331400-T&D Mains
9/1/1992 0:00	Water	WHISPERING MEADOWS, SEC III WATER LINES	331400-T&D Mains
11/1/1980 0:00	Water	WINTERFIELD SEC. II PARTIAL	331400-T&D Mains
10/1/1995 0:00	Water	BLUEWATER EST., SEC. II	331400-T&D Mains
12/1/1997 0:00	Water	COVINGTON CHASE, SEC. II - WATER	331400-T&D Mains
		AC WATER MAIN, 1 BLOW-OFF - FROM TURF LANE & PINTO LANE, EAST ON PINTO LANE TO EAST PL	
9/1/1978 0:00	Water	OF ABOITE MEADOWS	331400-T&D Mains
9/30/2004 0:00	Water	12" Pipe Aboite Water	331400-T&D Mains
1/1/1976 0:00	Water	WATER LINE - WATER SERVICE FROM ABOITE MEADOWS & HAVERHILL TO ABOITE LAKE EST	331400-T&D Mains
7/22/2011 0:00	Water	Mains: Plastic, PVC, or HDPE (12" & over)	331400-T&D Mains
9/1/2000 0:00	Water	CHESTNUT HILLS, SEC. XIV	331400-T&D Mains
5/1/1981 0:00	Water	HAVERHILL SEC. V	331400-T&D Mains
11/1/1974 0:00	Water	TO TIE IN EXISTING LINES IN CRESTHILL & LIBERTY HILLS	331400-T&D Mains

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7/1/1998 0:00	Water	ABOITE CHILD CARE WATER LINE REPAIR	331400-T&D Mains
1/1/1979 0:00	Water	HEATHER RIDGE SEC. II	331400-T&D Mains
8/1/1998 0:00	Water	THE SHORES OF ROCK CREEK, SEC. II - WATER	331400-T&D Mains
4/1/1998 0:00	Water	THE SHORES OF ROCK CREEK, SEC. I - WATER	331400-T&D Mains
2/1/1991 0:00	Water	EAGLE CREEK SEC I, II & III WATER LINES	331400-T&D Mains
6/1/1994 0:00	Water	WESTCHESTER LAKES, SEC III WATER LINES	331400-T&D Mains
3/1/1978 0:00	Water	BURNHAM WOODS SEC I	331400-T&D Mains
8/1/1983 0:00	Water	WATER MAIN BARRINGTON ESTATES-8" TAP	331400-T&D Mains
8/1/1988 0:00	Water	= 8" WATER LINE FROM HICKORY RIDGE TO BRIGADOON LAKE ON AMBER ROAD	331400-T&D Mains
12/1/1986 0:00	Water	VILLAGE AT COVENTRY, PHASE III	331400-T&D Mains
9/1/1992 0:00	Water	WHISPERING MEADOWS, SEC III WATER LINES	331400-T&D Mains
8/1/1997 0:00	Water	JONATHON'S LANDING, SEC. I - WATER	331400-T&D Mains
8/1/1984 0:00	Water	SHORES OF OAK BOROUGH SEC I	331400-T&D Mains
		ABBEY PLACE VILLAS-OFFSITE WATER LINE FROM N. PROPERTY LINE OF STATE RD. 14 OFFICE	
3/1/1997 0:00	Water	COMPLEX TO ABBEY PLACE VILLAS SEC. 2	331400-T&D Mains
3/1/1978 0:00	Water	BURNHAM WOODS SEC I	331400-T&D Mains
1/1/1991 0:00	Water	WESTCHESTER GLENS - SEC. I & II	331400-T&D Mains
8/1/1994 0:00	Water	WHISPERING WOODS SEC. I WATER LINES	331400-T&D Mains
1/1/1976 0:00	Water	BARRINGTON WOODS - 4 BLOW OFFS - 2 AIR RELEASE	331400-T&D Mains
6/1/1988 0:00	Water	SYCAMORE HILLS	331400-T&D Mains
1/1/2000 0:00	Water	HAMLETS OF WOODLAND RIDGE, SEC. 8D	331400-T&D Mains
2/1/1994 0:00	Water	EAGLE CREEK SEC V WATER LINES	331400-T&D Mains
3/1/1996 0:00	Water	WALNUT CREEK, SEC. I - WATER LINES	331400-T&D Mains
5/1/1996 0:00	Water	CHESTNUT HILLS, SEC. II - WATER LINES	331400-T&D Mains
10/1/1993 0:00	Water	6" WATER MAIN EXT IN DEERFIELD	331400-T&D Mains
6/1/1981 0:00	Water	FROM ABOITE CENTER ROAD SOUTH ALONG COVINGTON LANE TO KINDERCARE SCHOOL	331400-T&D Mains
12/1/1972 0:00	Water	LIBERTY HILLS WEST, SEC. 1 & 2	331400-T&D Mains
5/1/1970 0:00	Water	LIBERTY HILLS	331400-T&D Mains
12/21/2011 0:00	Water	Mains:Unspecified size/type:	331400-T&D Mains
9/1/1985 0:00	Water	COVINGTON WOODS, SEC I, PH II	331400-T&D Mains
9/1/1993 0:00	Water	EAGLE CREEK, SEC IV, PH I WATER LINES	331400-T&D Mains
7/1/1991 0:00	Water	LOWERING OF WATER LINE ON COVINGTON ROAD AT COVINGTON CHASE	331400-T&D Mains
1/1/1995 0:00	Water	SHOREWOOD SECTION VII - WATER LINES	331400-T&D Mains
9/1/1992 0:00	Water	ABBEY PLACE, SEC II WATER LINES	331400-T&D Mains
5/31/2006 0:00	Water	Jonathan Landing VI - Oversized water line - 1000 LF of 8 inch to 12 inch PVC water line	331400-T&D Mains
6/1/1981 0:00	Water	LIBERTY HILLS IX	331400-T&D Mains
8/1/1992 0:00	Water	ABBEY PLACE, PHASE I WATER LINES	331400-T&D Mains
8/16/2010 0:00	Water	Installed new valve on 8" main at 9112 Whispering Woods Dr	331400-T&D Mains
12/1/1997 0:00	Water	ABBEY PLACE VILLAS, SEC. II - WATER	331400-T&D Mains
10/1/1984 0:00	Water	OLD ORCHARD LAKE	331400-T&D Mains
8/1/1990 0:00	Water	GLENS OF LIBERTY MILLS IV WATER LINES	331400-T&D Mains
1/1/1979 0:00	Water	WINTERFIELD SEC. II	331400-T&D Mains
5/1/1986 0:00	Water	HAMLETS WOODLAND RIDGE SEC. V	331400-T&D Mains
12/1/1975 0:00	Water	FOREST RIDGE SEC. E	331400-T&D Mains

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8/1/1996 0:00	Water	INVERNESS LAKES, SEC. V - WATER	331400-T&D Mains
8/1/1992 0:00	Water	INVERNESS LAKES, SEC I WATER LINES	331400-T&D Mains
2/1/1998 0:00	Water	CHESTNUT HILLS, SEC. VII - WATER	331400-T&D Mains
5/1/1998 0:00	Water	AMBER LAKE VILLAS, SEC. I - WATER	331400-T&D Mains
6/1/1981 0:00	Water	COVINGTON CREEK PROFESSIONAL VILLAGE	331400-T&D Mains
12/1/1983 0:00	Water	GLENS OF BITTERSWEET - 8" TAP	331400-T&D Mains
9/30/2010 0:00	Water	Mains:Valves (6, 8, & 10")	331400-T&D Mains
1/1/2000 0:00	Water	BITTERSWEET LAKES, SEC. II	331400-T&D Mains
8/1/1998 0:00	Water	WALNUT CREEK, SEC. II, PHIII - WATER	331400-T&D Mains
11/1/1980 0:00	Water	WINTERFIELD SEC. II PARTIAL	331400-T&D Mains
6/30/2007 0:00	Water	2007 Main Breaks - Aboite Water	331400-T&D Mains
10/1/1997 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. II - WATER	331400-T&D Mains
12/31/2005 0:00	Water	Capitalized Main Breaks from June to December 2005 - Aboite Water System	331400-T&D Mains
4/1/2000 0:00	Water	ROCK CREEK, SEC. II	331400-T&D Mains
9/30/2005 0:00	Water	Jonathan's Landing V-649'-8" water line, 2 hyd-1 valve	331400-T&D Mains
9/30/2005 0:00	Water	Heron Preserve I & II-4073'-8", 1950'-12", 3867'-16" waterlines-23 hyd-14 valves, Aboite Water	331400-T&D Mains
9/1/1978 0:00	Water	BARRINGTON WOODS "C"	331400-T&D Mains
6/1/1992 0:00	Water	WHISPERING MEADOWS SEC I WATER LINES	331400-T&D Mains
4/1/1977 0:00	Water	NORTH SHORES SEC I	331400-T&D Mains
12/1/1986 0:00	Water	OAK BOROUGH III	331400-T&D Mains
11/7/2011 0:00	Water	Mains:Plastic, PVC, or HDPE (6, 8, & 10")	331400-T&D Mains
2/1/1997 0:00	Water	CHESTNUT HILLS, SEC. IV-WATER	331400-T&D Mains
2/1/1997 0:00	Water	CHESTNUT HILLS, SEC. V - WATER	331400-T&D Mains
9/30/2005 0:00	Water	Shadow Ridge III-440'-8" waterline-1 hydrant, Aboite Water	331400-T&D Mains
12/1/1986 0:00	Water	JEFFERSON PLACE	331400-T&D Mains
5/1/1970 0:00	Water	LIBERTY HILLS	331400-T&D Mains
11/1/1984 0:00	Water	SHORES OF OAK BOROUGH SEC II	331400-T&D Mains
6/1/1981 0:00	Water	COPPER HILL I	331400-T&D Mains
5/1/1981 0:00	Water	BITTERSWEET WOODS	331400-T&D Mains
5/1/2001 0:00	Water	WATER LINE REPLACEMENT LEDGEWOOD COURT	331400-T&D Mains
10/1/1995 0:00	Water	CHESTNUT HILLS, SEC. I - WATER LINES	331400-T&D Mains
8/1/1994 0:00	Water	INVERNESS LAKES, SEC. III WATER LINES	331400-T&D Mains
8/30/2004 0:00	Water	Lower Inverness Hills Main Aboite Water	331400-T&D Mains
8/1/1998 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. III, PH1 - WATER	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Water Line Relocation - 31' - 6" water line	331400-T&D Mains
10/1/1984 0:00	Water	COVINGTON HOMESTEAD I	331400-T&D Mains
12/1/1992 0:00	Water	WESTCHESTER GLENS, SEC VI WATER LINES	331400-T&D Mains
1/31/2006 0:00	Water	Aboite Lake Estates-Blue Water Court water line replacement - 100 LF of 6 inch water line	331400-T&D Mains
12/1/1986 0:00	Water	WATER LINE FROM ABOITE MEADOWS TO WINTERFIELD	331400-T&D Mains
6/1/1984 0:00	Water	TIMBERLAKE	331400-T&D Mains
7/1/1985 0:00	Water	WEST HAMILTON ESTATES	331400-T&D Mains
2/1/1998 0:00	Water	CHESTNUT HILLS, SEC. VIII - WATER	331400-T&D Mains
4/1/1998 0:00	Water	COMMUNITIES OF ROCK CREEK, SEC. I - WATER	331400-T&D Mains
12/31/2005 0:00	Water	Copper Hill-Twisted Hill Water Line - 122'-6" Water Line	331400-T&D Mains

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11/1/1984	0:00	Water	331400-T&D Mains
5/1/1970	0:00	Water	331400-T&D Mains
11/1/1997	0:00	Water	331400-T&D Mains
6/1/1994	0:00	Water	331400-T&D Mains
4/1/1998	0:00	Water	331400-T&D Mains
12/1/1984	0:00	Water	331400-T&D Mains
12/31/2004	0:00	Water	331400-T&D Mains
5/1/1970	0:00	Water	331400-T&D Mains
1/1/2000	0:00	Water	331400-T&D Mains
5/1/1970	0:00	Water	331400-T&D Mains
4/1/1977	0:00	Water	331400-T&D Mains
5/1/1992	0:00	Water	331400-T&D Mains
4/1/1977	0:00	Water	331400-T&D Mains
11/1/1997	0:00	Water	331400-T&D Mains
4/1/1977	0:00	Water	331400-T&D Mains
12/1/1995	0:00	Water	331400-T&D Mains
4/1/2000	0:00	Water	331400-T&D Mains
5/1/1992	0:00	Water	331400-T&D Mains
2/1/1976	0:00	Water	331400-T&D Mains
1/31/2008	0:00	Water	331400-T&D Mains
3/1/1996	0:00	Water	331400-T&D Mains
8/1/1994	0:00	Water	331400-T&D Mains
1/31/2006	0:00	Water	331400-T&D Mains
5/31/2008	0:00	Water	331400-T&D Mains
9/30/2006	0:00	Water	331400-T&D Mains
12/1/1972	0:00	Water	331400-T&D Mains
7/1/1993	0:00	Water	331400-T&D Mains
12/1/1986	0:00	Water	331400-T&D Mains
1/31/2005	0:00	Water	331400-T&D Mains
7/31/2003	0:00	Water	331400-T&D Mains
9/1/1978	0:00	Water	331400-T&D Mains
12/1/1993	0:00	Water	331400-T&D Mains
10/1/1975	0:00	Water	331400-T&D Mains
9/1/2000	0:00	Water	331400-T&D Mains
7/1/1993	0:00	Water	331400-T&D Mains
5/1/1970	0:00	Water	331400-T&D Mains
10/1/1993	0:00	Water	331400-T&D Mains
7/1/1997	0:00	Water	331400-T&D Mains
2/1/1975	0:00	Water	331400-T&D Mains
7/1/1995	0:00	Water	331400-T&D Mains
1/1/1991	0:00	Water	331400-T&D Mains
7/1/1992	0:00	Water	331400-T&D Mains
9/1/1992	0:00	Water	331400-T&D Mains
7/1/1997	0:00	Water	331400-T&D Mains

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3/1/1978 0:00	Water	LIBERTY HILLS SEC. IX	331400-T&D Mains
11/1/1997 0:00	Water	THE COVES AT WESTLAKES, SEC. I - WATER	331400-T&D Mains
10/1/1995 0:00	Water	THE HOMESTEADS, PHASE II-WATER LINES	331400-T&D Mains
5/31/2004 0:00	Water	8" Water Main Abolte Water Winding Brook	331400-T&D Mains
1/31/2001 0:00	Water	3 hydrants, 3 valves and piping	331400-T&D Mains
12/1/1993 0:00	Water	WESTCHESTER RIDGE, SEC I WATER LINES	331400-T&D Mains
5/1/1970 0:00	Water	FOREST RIDGE ESTATES	331400-T&D Mains
12/1/1986 0:00	Water	DELLS OF BITTERSWEET II	331400-T&D Mains
4/1/1998 0:00	Water	CHESTNUT HILLS, SEC. VI - WATER	331400-T&D Mains
12/1/2009 0:00	Water	Calera, Sec. 1, Ph.2 Water Lines - 503'-8" Waterline, 2 hydrants. (JE# GL N67 pd. 12/09 WO #32695600013)	331400-T&D Mains
1/1/2000 0:00	Water	JONATHAN'S LANDING, SEC. II	331400-T&D Mains
6/1/1985 0:00	Water	HAMLETS OF WOODLAND RIDGE III	331400-T&D Mains
8/1/1998 0:00	Water	THE SHORES OF ROCK CREEK, SEC. II - WATER	331400-T&D Mains
11/1/1985 0:00	Water	HICKORY RIDGE SEC. I	331400-T&D Mains
12/1/2009 0:00	Water	Liberty Place, Sec. I Water Lines, 290' of 8" pvc water line, 1 hydrant and 1 valve	331400-T&D Mains
10/1/1990 0:00	Water	WESTCHESTER GLENS IV	331400-T&D Mains
1/1/2000 0:00	Water	WALNUT CREEK, SEC. II, PH IV	331400-T&D Mains
7/1/1975 0:00	Water	C.I. WATER LINE ABOITE WATER TOWER TO EXISTING LINES	331400-T&D Mains
1/31/2001 0:00	Water	3 hydrants, 3 valves and piping	331400-T&D Mains
5/1/1970 0:00	Water	BRIARWOOD HILLS	331400-T&D Mains
6/1/1977 0:00	Water	HAVERHILL SEC. IV	331400-T&D Mains
12/31/2005 0:00	Water	Wescott Ridge Sec. I Water Lines-1701'-8" and 3125'-10" water pipe, 13 hydrants and 19 valves, Utility Center	331400-T&D Mains
8/1/1984 0:00	Water	WA, Abolte WA	331400-T&D Mains
10/30/2009 0:00	Water	TIMBERLAKE	331400-T&D Mains
12/1/1997 0:00	Water	Covington Road Trail Water Line Relocation-Relocate 1097' of 12" water line	331400-T&D Mains
9/1/2000 0:00	Water	BRIDGEWATER, SEC. III-WATER	331400-T&D Mains
6/1/1997 0:00	Water	CHESTNUT HILLS, SEC. XIV	331400-T&D Mains
5/1/1970 0:00	Water	THE LAKES OF LIBERTY MILLS, SEC. I - WATER	331400-T&D Mains
5/1/1970 0:00	Water	ROLLING HILLS	331400-T&D Mains
12/31/2002 0:00	Water	C.I. WATERLINE - INVERNESS HILLS	331400-T&D Mains
8/1/1997 0:00	Water	WATER LINES	331400-T&D Mains
6/1/1988 0:00	Water	JONATHON'S LANDING, SEC. I - WATER	331400-T&D Mains
6/30/2003 0:00	Water	SYCAMORE HILLS	331400-T&D Mains
1/1/1979 0:00	Water	WATER LINES	331400-T&D Mains
7/1/1986 0:00	Water	HEATHER RIDGE SEC. II	331400-T&D Mains
6/1/1992 0:00	Water	BARRINGTON LAKE ESTATES	331400-T&D Mains
1/1/2000 0:00	Water	WHISPERING MEADOWS SEC I WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	CHESTNUT HILLS, SEC. XI	331400-T&D Mains
7/1/2000 0:00	Water	ASPEN VILLAGE IV & V	331400-T&D Mains
9/1/1976 0:00	Water	BITTERSWEET LAKES, SEC. III	331400-T&D Mains
12/28/2009 0:00	Water	AC WATER LINE ABOITE LAKE EST SEC II	331400-T&D Mains
2/28/2006 0:00	Water	Liberty Mills Road-Replace 1,450'-8" water main and 4 3/4" services	331400-T&D Mains
12/1/1986 0:00	Water	Heather Ridge-Pebblewood Place water main extension 124 LF of 6" water line	331400-T&D Mains
		GLENS OF LIBERTY MILLS I	331400-T&D Mains

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5/1/1992 0:00	Water	SHOREWOOD SEC I & II WATER LINES	331400-T&D Mains
10/1/1974 0:00	Water	COVINGTON CREEK CONDO. PHASE CCO7	331400-T&D Mains
9/30/2005 0:00	Water	Heron Preserve III-990'-8" waterline-2hyd-1 valve,Aboite W	331400-T&D Mains
1/1/1991 0:00	Water	INDIAN RESERVE	331400-T&D Mains
11/1/1994 0:00	Water	WESTCHESTER RIDGE SEC. II WATER LINES	331400-T&D Mains
3/1/1995 0:00	Water	BLUEWATER ESTATES, WATER LINES	331400-T&D Mains
1/1/2005 0:00	Water	12" WATER LINE ABOITE WATER	331400-T&D Mains
6/30/2007 0:00	Water	2007 Aboite Main Breaks 4th Quarter	331400-T&D Mains
9/1/1992 0:00	Water	WHISPERING MEADOWS, SEC II WATER LINES	331400-T&D Mains
12/1/2001 0:00	Water	3 Hydrants and piping	331400-T&D Mains
9/1/1996 0:00	Water	WESTLAKES, SEC. III- WATER	331400-T&D Mains
9/1/1985 0:00	Water	PINE HOLLOW, SEC. I	331400-T&D Mains
4/1/1977 0:00	Water	HAVERHILL SEC. III & IV	331400-T&D Mains
3/26/2010 0:00	Water	State Road 14 and County Line Road-Lowered 43' of 16" PVC Water Main	331400-T&D Mains
8/20/2010 0:00	Water	Recplae 40' of 6" water main in Kekionga Shores-5406 Tomahawk Trall	331400-T&D Mains
10/31/2002 0:00	Water	Water Lines	331400-T&D Mains
6/7/2010 0:00	Water	install 16" Mainline valve at the entrance of Heron Preserve	331400-T&D Mains
10/1/1995 0:00	Water	CHESTNUT HILLS, SEC. I - WATER LINES	331400-T&D Mains
12/1/1997 0:00	Water	ABBEY PLACE VILLAS, SEC. II - WATER	331400-T&D Mains
6/1/1977 0:00	Water	AC WATER LINE - ASPEN VILLAGE SEC I	331400-T&D Mains
4/5/2007 0:00	Water	County Line Road 16" Water Line	331400-T&D Mains
1/31/2006 0:00	Water	Liberty Hills water line & valve replacement - 225 LF of 6 inch water line	331400-T&D Mains
3/1/1978 0:00	Water	NORTH SHORES SEC. III & IV	331400-T&D Mains
3/26/2010 0:00	Water	State Rd 14 and County Line Road-Lowered 43' of 16" PVC Water Main	331400-T&D Mains
8/1/1993 0:00	Water	SHOREWOOD VI WATER LINES	331400-T&D Mains
6/30/2003 0:00	Water	Water lines	331400-T&D Mains
7/1/1994 0:00	Water	WHISPERING MEADOWS SECTION VI WATER LINES	331400-T&D Mains
9/1/1978 0:00	Water	PLASTIC WATER LINE - 1 BLOW-OFF - AMBER RIDGE	331400-T&D Mains
5/30/2002 0:00	Water	WATER LINES	331400-T&D Mains
12/31/2008 0:00	Water	12" Feed Main Loop - Bass Road and a part of Sycamore Lake	331400-T&D Mains
12/31/2004 0:00	Water	CONTRIBUTED PROPERTY ABOITE	331400-T&D Mains
6/1/1977 0:00	Water	WINTERFIELD OF COVENTRY SEC. I	331400-T&D Mains
10/1/1984 0:00	Water	OAK BOROUGH SECTION I	331400-T&D Mains
9/30/2005 0:00	Water	Shadow Ridge II-1189'-8" waterline,2 hyd,2 valves,Aboite W	331400-T&D Mains
9/1/1985 0:00	Water	PINE HOLLOW, SEC. I	331400-T&D Mains
7/1/1992 0:00	Water	SHOREWOOD, SEC III WATER LINES	331400-T&D Mains
10/1/1984 0:00	Water	COVINGTON HOMESTEAD I	331400-T&D Mains
12/1/1986 0:00	Water	COPPER HILL III - 6 CUL-DE-SACS	331400-T&D Mains
12/28/2013 0:00	Water	2013 Aboite Water Main Breaks	331400-T&D Mains
2/1/1994 0:00	Water	WHISPERING MEADOWS, SEC V WATER LINES	331400-T&D Mains
1/1/1995 0:00	Water	WESTLAKES SEC. I, WATER LINES	331400-T&D Mains
5/1/1970 0:00	Water	AC WATERLINE - JENN RIDGE	331400-T&D Mains
7/1/2000 0:00	Water	COVINGTON HOLLOW EXT.	331400-T&D Mains
12/1/1975 0:00	Water	HAVERHILL SEC. II	331400-T&D Mains

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2/28/2006 0:00	Water	Calera onsite water line oversizing 747 LF of 8" water line	331400-T&D Mains
10/1/1984 0:00	Water	OLD ORCHARD LAKE	331400-T&D Mains
1/1/2000 0:00	Water	LAKES OF LIBERTY MILLS, SEC. II	331400-T&D Mains
7/31/2002 0:00	Water	SEWER LINES	331400-T&D Mains
5/1/1970 0:00	Water	COVINGTON LAKE ESTATES	331400-T&D Mains
5/1/2000 0:00	Water	CHESTNUT HILLS, SEC. XIII	331400-T&D Mains
7/15/2012 0:00	Water	Mains:Plastic, PVC, or HDPE (12" & over)	331400-T&D Mains
7/1/1993 0:00	Water	THE HOMESTEADS, SEC I WATER LINES	331400-T&D Mains
1/1/1995 0:00	Water	SHOREWOOD SECTION VII - WATER LINES	331400-T&D Mains
1/1/2000 0:00	Water	JONATHAN'S LANDING, SEC. II	331400-T&D Mains
12/1/1986 0:00	Water	DELLS OF BITTERSWEET III & IV	331400-T&D Mains
12/1/1986 0:00	Water	OAK BOROUGH III	331400-T&D Mains
9/1/1998 0:00	Water	VILLAS OF ROCK CREEK, SEC. I - WATER	331400-T&D Mains
9/1/1995 0:00	Water	WATER CONTRACT FOR WHISPERING WOODS, SEC. II & III	331400-T&D Mains
4/1/2013 0:00	Water	2013 Concrete replacement for capitalized main breaks	331400-T&D Mains
1/1/2000 0:00	Water	CHESTNUT HILLS, SEC. IX & X	331400-T&D Mains
9/1/1995 0:00	Water	WATER CONTRACT FOR WHISPERING WOODS, SEC. II & III	331400-T&D Mains
1/1/1995 0:00	Water	WESTLAKES SEC. II, WATER LINES	331400-T&D Mains
6/1/1988 0:00	Water	SYCAMORE HILLS	331400-T&D Mains
4/1/1998 0:00	Water	COMMUNITIES OF ROCK CREEK, SEC. I - WATER	331400-T&D Mains
12/1/2001 0:00	Water	3 hydrants, 5 valves and piping	331400-T&D Mains
9/1/1978 0:00	Water	HEATHER RIDGE SEC. I	331400-T&D Mains
10/1/1983 0:00	Water	COVINGTON BLUFFS - WATER LINES	331400-T&D Mains
11/30/2004 0:00	Water	Bass Rd Feeder Main 8" Main	331400-T&D Mains
7/1/1985 0:00	Water	TIMBERLAKE II	331400-T&D Mains
8/31/2002 0:00	Water	WATER LINES	331400-T&D Mains
10/31/2002 0:00	Water	Water Lines	331400-T&D Mains
6/1/2005 0:00	Water	Rolling Hills Water Line Extension-20'6" C900 SDR 18 PVC Pipe&620'8" C900 SDR 18 PVC Pipe,Aboite Water	331400-T&D Mains
5/30/2003 0:00	Water	Water Lines	331400-T&D Mains
2/1/1991 0:00	Water	EAGLE CREEK SEC I, II & III WATER LINES	331400-T&D Mains
11/15/2010 0:00	Water	Mains:Plastic, PVC, or HDPE (12" & over)	331400-T&D Mains
12/1/1986 0:00	Water	HOMESTEAD ROAD MAIN LINE	331400-T&D Mains
10/1/1984 0:00	Water	GLENS OF BITTERSWEET II & III	331400-T&D Mains
8/1/1979 0:00	Water	AC WATER LINE - 1 BLOW OFF - ASPEN VILLAGE SEC. III	331400-T&D Mains
9/1/1992 0:00	Water	WHISPERING MEADOWS, SEC II WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	VILLAGE AT COVENTRY, PHASE IV	331400-T&D Mains
3/1/1996 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. I - WATER	331400-T&D Mains
1/31/2005 0:00	Water	Lakes of Liberty Mills IV-1780'-8" waterline,4 hyd-7valves,Aboite Water	331400-T&D Mains
3/1/1995 0:00	Water	BLUEWATER ESTATES, WATER LINES	331400-T&D Mains
12/1/1986 0:00	Water	WILLOWS OF COVENTRY	331400-T&D Mains
4/1/1977 0:00	Water	BITTERSWEET MOORS, SEC. I, A C WATERLINE	331400-T&D Mains
6/1/1981 0:00	Water	COPPER HILL I	331400-T&D Mains
5/1/1970 0:00	Water	COVINGTON LAKE ESTATES	331400-T&D Mains

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9/1/1978 0:00	Water	HEATHER RIDGE SEC. I	331400-T&D Mains
1/31/2006 0:00	Water	Chestnut Hills, Sec. XVI, Phase II water line - 1000 LF of 8 inch water line	331400-T&D Mains
12/1/1985 0:00	Water	DELLS OF BITTERSWEET I-ONSITE	331400-T&D Mains
1/1/2000 0:00	Water	CHESTNUT HILLS, SEC. XII	331400-T&D Mains
8/1/1985 0:00	Water	POINTE INVERNESS - WATERLINE	331400-T&D Mains
2/1/2006 0:00	Water	1572'-8", 5 hydrants, and 3 valves	331400-T&D Mains
4/1/1989 0:00	Water	12" WATER LINE - ABOITE CENTER ROAD	331400-T&D Mains
12/1/1986 0:00	Water	COPPER HILL III - 6 CUL-DE-SACS	331400-T&D Mains
9/30/2001 0:00	Water	5 hydrants, 3 valves & piping	331400-T&D Mains
11/1/2012 0:00	Water	Bridgewater XIII-2440'-8", 405'-6"	331400-T&D Mains
1/31/2005 0:00	Water	10,000 LF 16 inch HDPE water pipe	331400-T&D Mains
2/28/2002 0:00	Water	Bridgewater, Sec. VI Water Lines	331400-T&D Mains
5/1/2000 0:00	Water	BRIDGEWATER, SEC. IV	331400-T&D Mains
6/30/2003 0:00	Water	Water lines	331400-T&D Mains
12/15/2009 0:00	Water	Covington Road Valve Replacement-Replaced 3-12" valves and 5-8" valves	331400-T&D Mains
5/31/2001 0:00	Water	4 hydrants, 2 valves & piping	331400-T&D Mains
9/30/2004 0:00	Water	8" C900 Pipe Aboite Water	331400-T&D Mains
12/1/1994 0:00	Water	BITTERSWEET LAKES, SEC I WATER LINES	331400-T&D Mains
6/1/1991 0:00	Water	15" WATER LINE FROM COVINGTON ROAD WELLS TO NEW ABOITE WATER TOWER	331400-T&D Mains
12/31/2005 0:00	Water	Walnut Springs I Water Line-994'-8" Water Line	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Water Line Relocation - 112'-10" water line	331400-T&D Mains
12/1/1986 0:00	Water	EMERALD LAKE	331400-T&D Mains
6/30/2010 0:00	Water	Oversizing of 765' of 8" to 16" water line for Aurora Offsite	331400-T&D Mains
9/30/2001 0:00	Water	5 hydrants, 3 valves & piping	331400-T&D Mains
1/31/2005 0:00	Water	INSTALL 8" WATER MAIN ABOITE WATER	331400-T&D Mains
6/30/2003 0:00	Water	WATER LINES	331400-T&D Mains
5/1/1970 0:00	Water	LIBERTY HILLS	331400-T&D Mains
4/16/2012 0:00	Water	Mains:Blow Off	331400-T&D Mains
7/1/1986 0:00	Water	BARRINGTON LAKE ESTATES	331400-T&D Mains
12/1/1986 0:00	Water	SARATOGA PARK	331400-T&D Mains
6/1/1992 0:00	Water	WHISPERING MEADOWS SEC I WATER LINES	331400-T&D Mains
1/1/2006 0:00	Water	2133'-8" water line, 6 hydrants, 5 valves	331400-T&D Mains
9/1/2012 0:00	Water	Bridgewater, Sec. XII Water Lines - 1830'-6" C-900 Pipe, 3 hydrants, 4 valves.	331400-T&D Mains
6/30/2007 0:00	Water	Aboite Main Breaks - 2007	331400-T&D Mains
1/1/2000 0:00	Water	CHESTNUT HILLS, SEC. IX & X	331400-T&D Mains
9/30/2005 0:00	Water	Villas of Vera Cruz I-2320'-8"waterline,5 hyd,Aboite Water	331400-T&D Mains
5/31/2008 0:00	Water	2008 Aboite Water Main Breaks	331400-T&D Mains
9/1/1999 0:00	Water	RELOCATION OF WATER LINE ALONG SCOTT RD & STATE RD. 14	331400-T&D Mains
8/31/2002 0:00	Water	WATER LINES	331400-T&D Mains
12/6/2007 0:00	Water	Relocate 1214'-8" Water Main 3-Type I Fire Hydrants and 2-8" Valves on Amber Road	331400-T&D Mains
12/1/1986 0:00	Water	COVINGTON PLACE	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Water Line Relocation - 180'-8" water line	331400-T&D Mains
12/1/2006 0:00	Water	1000'-12" and 890'-8" water line and 7 hydrants	331400-T&D Mains
5/1/1970 0:00	Water	C.I. WATERLINE - INVERNESS HILLS	331400-T&D Mains

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1/1/2000 0:00	Water	CHESTNUT HILLS, SEC. XII	331400-T&D Mains
11/1/1984 0:00	Water	TIMBERLAKE OFFSITE, 12 X 12 SUBDIVISION TAP, CHLORINE TAP	331400-T&D Mains
12/19/2012 0:00	Water	Mains:Unspecified size/type:	331400-T&D Mains
10/1/1993 0:00	Water	12" WATER LINE ON STATE ROAD 14 FROM SHOREWOOD TO SCOTT RD	331400-T&D Mains
8/31/2013 0:00	Water	Mains:Plastic, PVC, or HDPE (12" & over)	331400-T&D Mains
12/1/2006 0:00	Water	1355'-8", 4 hydrants, and 4 valves	331400-T&D Mains
4/30/2006 0:00	Water	Sleepy Hollow water line relocation -120 LF of 12 Inch water line	331400-T&D Mains
7/1/1985 0:00	Water	WEST HAMILTON ESTATES	331400-T&D Mains
5/1/1970 0:00	Water	BRIARWOOD HILLS	331400-T&D Mains
12/1/2008 0:00	Water	Jonathan's Landing VII Water Lines, 1785'-8" PVC Pipe, 8 Mainline Valves & 4-type 5 hydrants and 1-type 3 hydrant. (JE# GL N62 pd. 12/08 WO #32695600008)	331400-T&D Mains
9/1/2009 0:00	Water	Bridgewater, Sec. X Water Lines - 40'-6" Waterline, 1052'-8" Waterline, 403' of 12" Waterline, 4 hydrants, 3 valves. (JE# GL N40 pd. 09/09 WO #32695600011)	331400-T&D Mains
5/1/1970 0:00	Water	AC WATERLINE - JENN RIDGE FEEDER	331400-T&D Mains
9/1/2009 0:00	Water	Vera Cruz, Sec. III Water Lines - 1885'-8" pipe, 2 hydrants, 6 valves. (JE# GL N40 pd. 09/09 WO #32695600012)	331400-T&D Mains
12/1/2000 0:00	Water	WATER MAIN EXTENSION U.S. 24 & COVENTRY LANE	331400-T&D Mains
12/1/2009 0:00	Water	Calera, Sec. 1, Ph.1 Water Lines - 655'-6" Waterline, 2051'-8" Waterline, 7 hydrants, 9 valves. (JE# GL N67 pd. 12/09 WO #32695600013)	331400-T&D Mains
7/1/1992 0:00	Water	12" WATER LINE ON STATE ROAD 14 FROM ABBEY PLACE TO WHISPERING MEADOWS	331400-T&D Mains
8/1/1996 0:00	Water	16" WATER LINE EXTENSION ON HOMESTEAD ROAD - SOUTH OF COV RD	331400-T&D Mains
5/31/2001 0:00	Water	6 hydrants, 3 valves and piping	331400-T&D Mains
8/1/2006 0:00	Water	1820'-8" and 690'-6" water line, 5 hydrants, and 4 valves	331400-T&D Mains
12/31/2009 0:00	Water	West Hamilton Road Water Line Loop-679' of 12" Water Main	331400-T&D Mains
7/1/1986 0:00	Water	COVINGTON WOODS II	331400-T&D Mains
9/30/2005 0:00	Water	Amber Highlands III-2800'-8" waterline 5 hyd-8valves,Aboite Water	331400-T&D Mains
12/1/1986 0:00	Water	VILLAGE AT COVENTRY, PHASE I & II	331400-T&D Mains
12/15/2001 0:00	Water	9 hydrants, 11 valves and piping	331400-T&D Mains
11/1/1991 0:00	Water	12" WATER LINE ON STATE ROAD 14 FROM HADLEY ROAD TO ABBEY PLACE	331400-T&D Mains
1/1/2000 0:00	Water	BITTERSWEET LAKES, SEC. II	331400-T&D Mains
7/31/2002 0:00	Water	WATER LINES	331400-T&D Mains
3/1/2006 0:00	Water	2485'-8", 6 hydrants, and 4 valves	331400-T&D Mains
9/30/2005 0:00	Water	Vera Cruz I-4030'-8" waterline-7hyd,Aboite Water	331400-T&D Mains
12/1/1986 0:00	Water	JEFFERSON PLACE	331400-T&D Mains
12/1/2008 0:00	Water	Heron Preserve IV Water Lines - 2,777'-8" Pipe, 6 hydrant and 5 valves. (JE# GL N62 pd. 12/08 WO #32695600009)	331400-T&D Mains
12/1/2006 0:00	Water	2870'-8" and 745'-12" water line, 8 hydrants, and 11 valves	331400-T&D Mains
5/30/2002 0:00	Water	WATER LINES	331400-T&D Mains
10/30/2009 0:00	Water	Covington Road Trail Water Line Relocation-Relocate 20' of 6" water line	331400-T&D Mains
10/30/2009 0:00	Water	Covington Road Trail Water Line Relocation-Relocate 20' of 6" water line	331400-T&D Mains
8/1/2006 0:00	Water	1050'-8" and 1475'-12" water line, 7 hyd, and 9 valves	331400-T&D Mains
1/1/1974 0:00	Water	WATER MAIN ALONG 24 TO GENERAL TELEPHONE	331400-T&D Mains
9/30/2005 0:00	Water	Sycamore Lakes I-3045'-8" & 1035'-12" waterline 10 hyd-11 valves,Aboite Water	331400-T&D Mains
6/30/2003 0:00	Water	FROM CHESTNUT HILLS PKWY TO NEW WATER PLANT EAST OF CHESTNUT HILLS APTS	331400-T&D Mains

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9/27/2012 0:00	Water	Mains:Plastic, PVC, or HDPE (6, 8, & 10")	331400-T&D Mains
12/31/2005 0:00	Water	Add'l Costs-Lafayette Meadows Water Line-4700'-16" Water Pipe	331400-T&D Mains
9/30/2005 0:00	Water	Walnut Springs II-1534'-8" waterline 3 hyd-1 valve,Aboite Water	331400-T&D Mains
12/28/2009 0:00	Water	Liberty Mills Road-Replace 1,450'-8" water main and 4'3/4 services	331400-T&D Mains
12/1/2006 0:00	Water	4104'-8" and 12 hydrants	331400-T&D Mains
10/31/2004 0:00	Water	Wescott Ridge Sec. I Water Lines-1701'-8" and 3125'-10" water pipe, 13 hydrants and 19 valves, Utility Center WA, Aboite WA	331400-T&D Mains
9/30/2005 0:00	Water	Azbury Park I-1777'-6",675'-8" & 1412'-12" waterline 8 hyd 9 valves,Aboite Water	331400-T&D Mains
7/20/2005 0:00	Water	107-Install 2411' of 16" water main,Azbury Woods & Asbury Park Oversizing, Aboite Water	331400-T&D Mains
10/31/2004 0:00	Water	12" Water Pipe Westcott Ridge	331400-T&D Mains
3/31/2006 0:00	Water	Harrison Fields water line oversizing - (ONSITE) 3600 LF of 8 inch water line oversized to 12 inch; (OFFSITE) 2900 LF of 8 inch water line oversized to 16 inch	331400-T&D Mains
10/31/2001 0:00	Water	5 hydrants, 2 valves & piping	331400-T&D Mains
11/30/2009 0:00	Water	Aboite Center Road Water Line Relocation-856' of 8" water main-1 hydrant -1-1" service	331400-T&D Mains
7/1/1997 0:00	Water	WESTLAKES-ABOITE MEADOWS, TOWER, WATER MAIN INTERCONNECT	331400-T&D Mains
9/30/2005 0:00	Water	The Cliffs I-5780'-8",812'-12" waterlines,13hyd,11 valves,Aboite Water	331400-T&D Mains
9/30/2005 0:00	Water	Bridgewater VII-1784'-8",1475'-12" waterline,11hydrants,Aboite Water	331400-T&D Mains
12/1/2012 0:00	Water	Villas of Chestnut Cove - 390' of 6" PVC Pipe, 1 hydrant & 3 valves	331400-T&D Mains
12/8/2011 0:00	Water	Mains:Plastic, PVC, or HDPE (6, 8, & 10")	331400-T&D Mains
9/30/2005 0:00	Water	Azbury Woods I-1381'-8",2411'-16" waterline-9hyd-7valves,Aboite Water	331400-T&D Mains
9/30/2005 0:00	Water	Hamilton Meadows I-465'-8",1750'-12" waterline-8hyd-11valves,Aboite Water	331400-T&D Mains
9/30/2005 0:00	Water	Brenlon Glens I-682'-8",3994'-8",2477'-12" waterline-17 hyd and valves,Aboite Water	331400-T&D Mains
12/1/2001 0:00	Water	7 Hydrant and 3 valves and piping	331400-T&D Mains
12/31/2005 0:00	Water	Lafayette Meadows Water Line-4700'-16" Water Pipe	331400-T&D Mains
3/31/2006 0:00	Water	Brierwood Hills Water Line looping - 1800 LF of 12 inch PVC water line	331400-T&D Mains
12/31/2004 0:00	Water	10" Feeder Main Scott Rd SR 14 to Bass Rd	331400-T&D Mains
9/1/2010 0:00	Water	Hamilton Meadows, Sec. III Water Lines, 581' of 8" water line, 1,166' of 12" C900 water line, 6 hydrants and 6 valves (JE# GL N55 pd. 09/10)	331400-T&D Mains
4/5/2007 0:00	Water	County Line Transmission Line	331400-T&D Mains
11/26/2013 0:00	Water	SR14 Scott to W Hamilton Water Relocation	331400-T&D Mains
8/1/1987 0:00	Water	COVINGTON ROAD WATER LINE	331400-T&D Mains
9/30/2005 0:00	Water	Heron Preserve I & II-4073'-8",1950'-12",3867'-16" waterlines-23 hyd-14 valves,Aboite Water	331400-T&D Mains
6/30/2003 0:00	Water	FROM CHESTNUT HILLS PKWY TO NEW WATER PLANT EAST OF CHESTNUT HILLS APTS	331400-T&D Mains
5/1/2011 0:00	Water	Cypress Pointe, Sec. I Water Lines, 2,814' of 8" water line, 6 hydrants and 12 valves (WO# 32695600021)	331400-T&D Mains
9/30/2004 0:00	Water	16" C900 Pipe Aboite Water	331400-T&D Mains
4/1/2013 0:00	Water	Mains:Plastic, PVC, or HDPE (6, 8, & 10")	331400-T&D Mains
12/24/2008 0:00	Water	State Road 14 Relocation - 9384'-12" water line	331400-T&D Mains
11/17/2011 0:00	Water	Mains:Plastic, PVC, or HDPE (12" & over)	331400-T&D Mains
1/31/2005 0:00	Water	14,000 LF of 16 inch HDPE water pipe	331400-T&D Mains
12/31/2004 0:00	Water	FEDDER MAIN HOMESTEAD ROAD ABOITE WATER	331400-T&D Mains
1/6/2009 0:00	Water	Glens of Bittersweet -12012 Glen Lake Drive-Replace 5.5' of 3/4" water line	331400-T&D Mains Total
4/1/1983 0:00	Water	SERVICES-ABOITE TOWNSHIP	333400-Services
1/31/2009 0:00	Water	Service Line Break-Glens of Bittersweet/12012 Glen Lake Dr-Replace 5.5' of 3/4" water line	333400-Services

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10/1/1982 0:00	Water	SERVICES-ABOITE TOWNSHIP	333400-Services
10/1/2000 0:00	Water	SDI OFFICE PARK WATER CONNECTION	333400-Services
5/31/2012 0:00	Water	Service Line:1"	333400-Services
3/1/1989 0:00	Water	1 1/2" WATER SERVICE - 11003 COVINGTON ROAD	333400-Services
8/1/2000 0:00	Water	BRIDGEWATER, SEC. V WATER TAPS	333400-Services
11/1/1981 0:00	Water	CUSTOMER SERVICES - TAPS	333400-Services
5/1/1986 0:00	Water	METERS - ABOITE TOWNSHIP	333400-Services
7/30/2010 0:00	Water	Replace 6' of 3.4" service line at 4113 Aboite Lake Dr	333400-Services
4/1/1992 0:00	Water	MIDWEST OFFICE PARK - ASSOCIATED IMAGING - 2" WATER TAP	333400-Services
5/1/1970 0:00	Water	SPRINKLER SYSTEM - BRIARWOOD	333400-Services
3/1/2001 0:00	Water	CHESTNUT HILLS CLUBHOUSE - SERVICE	333400-Services
1/6/2009 0:00	Water	Glens of Bittersweet-12012 Glen Lake Drive-Replace 5.5' of 3/4" water line	333400-Services
6/1/1999 0:00	Water	CHESTNUT HILLS, SEC. XII	333400-Services
9/1/1999 0:00	Water	BRIDGEWATER SEC. IV - WATER TAPS	333400-Services
10/31/2006 0:00	Water	3rd Qtr 2006 Service Line Repairs	333400-Services
8/1/1981 0:00	Water	CUSTOMER SERVICES - TAPS	333400-Services
5/1/1981 0:00	Water	CUSTOMER SERVICES - TAPS	333400-Services
12/30/2009 0:00	Water	Fabina 1" Water Service Installation	333400-Services
5/1/1983 0:00	Water	SERVICES-ABOITE TOWNSHIP	333400-Services
3/1/1984 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
7/1/1983 0:00	Water	SERVICES-ABOITE TOWNSHIP	333400-Services
10/1/2000 0:00	Water	SHOPS AT SCOTT ROAD AND S.R. 14 - "BORE"	333400-Services
5/1/2000 0:00	Water	THE FALLS OF BEAVER CREEK, SEC. III - WATER TAPS A-2100-WT-9	333400-Services
9/1/1981 0:00	Water	CUSTOMER SERVICE - TAPS	333400-Services
9/1/2000 0:00	Water	SHOPS AT SCOTT ROAD	333400-Services
8/1/1992 0:00	Water	6 WATER TAPS - WEST COTTAGE APARTMENTS	333400-Services
9/26/2009 0:00	Water	Service Break-Forest Ridge/10933 Arbor Trail-Replace 100' of 3/4" water line	333400-Services
6/1/1981 0:00	Water	CUSTOMER SERVICES - 14 TAPS	333400-Services
1/31/2009 0:00	Water	Service Line Break-North Shores of Coventry on Christiana Campbell Ct - Replace 300' of 1" service line	333400-Services
8/1/1983 0:00	Water	SERVICES-ABOITE TOWNSHIP	333400-Services
8/26/2009 0:00	Water	Replace 200' of 1" service line at 2715 Grenadier Ct - The Park	333400-Services
7/31/2009 0:00	Water	Service Break-The Hamlets/8536 Ledgewood Ct-Replace 10' of 3/4" service line and valves	333400-Services
11/1/1999 0:00	Water	SHOPS AT SCOTT ROAD-CHLORINATION TAP	333400-Services
8/7/2010 0:00	Water	Replace 5' of 3/4" service line at 106918 Sheffield Cove	333400-Services
12/1/1985 0:00	Water	SERVICES - ABOITE	333400-Services
12/1/1983 0:00	Water	TAPS - ABOITE TOWNSHIP	333400-Services
1/1/1985 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
7/1/1998 0:00	Water	TAPS MADE TO CONNECT TO CITY OF FORT WAYNE	333400-Services
3/31/2013 0:00	Water	Service Line:3/4"	333400-Services
2/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
5/26/2013 0:00	Water	Service Line:1"	333400-Services
4/1/1985 0:00	Water	SERVICES - ABOITE	333400-Services
8/31/2011 0:00	Water	Service Line:1"	333400-Services
12/31/2010 0:00	Water	Service Line:3/4"	333400-Services

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3/1/1985 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
3/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
5/1/1985 0:00	Water	SERVICES - ABOITE	333400-Services
6/1/1984 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
3/1/2000 0:00	Water	COVINGTON HOLLOW WATER TAPS	333400-Services
8/1/1985 0:00	Water	SERVICES - ABOITE TWP	333400-Services
1/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
12/1/1984 0:00	Water	TAPS - ABOITE TOWNSHIP	333400-Services
10/1/1985 0:00	Water	SERVICES - ABOITE TWP	333400-Services
7/1/1985 0:00	Water	SERVICES - ABOITE	333400-Services
11/1/1984 0:00	Water	TAPS ABOITE TWP	333400-Services
7/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
11/1/1985 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
12/19/2012 0:00	Water	Service Line:Unspecified size:	333400-Services
6/30/2011 0:00	Water	Service Line:1"	333400-Services
12/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
6/1/1985 0:00	Water	SERVICES - ABOITE TWP	333400-Services
6/1/1986 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
9/1/1985 0:00	Water	SERVICES - ABOITE TWP	333400-Services
10/1/1986 0:00	Water	SERVICES - ABOITE TWP	333400-Services
9/18/2012 0:00	Water	Service Line:3/4"	333400-Services
8/1/1986 0:00	Water	SERVICES - ABOITE TWP	333400-Services
10/1/1980 0:00	Water	CUSTOMER SERVICES - TAPS	333400-Services
12/28/2013 0:00	Water	Curb Box Replacements April-December 2013	333400-Services
8/1/1984 0:00	Water	SERVICES - ABOITE TOWNSHIP	333400-Services
1/1/2001 0:00	Water	ROCK CREEK II WATER TAPS	333400-Services
4/1/1986 0:00	Water	SERVICES - ABOITE	333400-Services
9/1/1986 0:00	Water	SERVICES-ABOITE	333400-Services
12/21/2011 0:00	Water	Service Line:3/4"	333400-Services
5/1/1970 0:00	Water	PROPERTY SERVICES	333400-Services
12/24/2008 0:00	Water	State Road 14 Water Line Relocation - Service to 10 properties	333400-Services
4/30/2009 0:00	Water	2009 Change Meter and MXU installation	333400-Services Total
5/31/2008 0:00	Water	2008 Meter Replacement	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
5/31/2008 0:00	Water	2008 Meter Replacement	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	-METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT 06/08	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT 09/08	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations

Aqua Indiana - Utility Center, Inc.
Appendix C - Material Assets Comprising the Utility System
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eng_in_service_ye	func_class	ldg_long_description	utility_account
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT 05/08	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT 08/08	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT 07/08	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
12/31/2005 0:00	Water	2005 Meter replacements for Aboite Township	334400-Meters & Meter Installations
2/1/2013 0:00	Water	Meter:5/8"	334400-Meters & Meter Installations
2/1/2013 0:00	Water	Meter:4"	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
4/30/2003 0:00	Water	02/08 AND 03/08 METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
2/28/2013 0:00	Water	Meter:1 1/2"	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
1/31/2010 0:00	Water	2010 Meter Change and MXU Installation Program	334400-Meters & Meter Installations
2/1/2013 0:00	Water	Meter:1"	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
2/1/2013 0:00	Water	Meter:3/4"	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
9/1/1989 0:00	Water	8" MODEL 101 PROPELLAR MOTOR - COVINGTON ROAD WELL #7	334400-Meters & Meter Installations
5/31/2008 0:00	Water	2008 Meter Replacements	334400-Meters & Meter Installations
2/28/2013 0:00	Water	Meter:1"	334400-Meters & Meter Installations
11/1/2012 0:00	Water	Meter:Unspecified size:	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
5/1/2012 0:00	Water	Meter:1 1/2"	334400-Meters & Meter Installations
11/1/2012 0:00	Water	Meter:2"	334400-Meters & Meter Installations
12/31/2005 0:00	Water	2005 Meter replacements for Aboite Township	334400-Meters & Meter Installations
2/28/2007 0:00	Water	2007 Aboite System Meter Replacement Program and MXU Installation	334400-Meters & Meter Installations
11/1/2012 0:00	Water	Meter:5/8"	334400-Meters & Meter Installations
2/28/2007 0:00	Water	2007 Aboite Meter Replacements and MXU Installations	334400-Meters & Meter Installations
5/26/2011 0:00	Water	Meter:6"	334400-Meters & Meter Installations
1/31/2010 0:00	Water	2010 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
9/30/2006 0:00	Water	Add'l charges-New meter changeouts - Aboite Township	334400-Meters & Meter Installations
11/1/2012 0:00	Water	Meter:1"	334400-Meters & Meter Installations
2/1/2013 0:00	Water	ERT	334400-Meters & Meter Installations

Aqua Indiana - Utility Center, Inc.
Appendix C - Material Assets Comprising the Utility System
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eng_in_service_ye	func_class	ldg_long_description	utility_account
5/1/2012 0:00	Water	ERT	334400-Meters & Meter Installations
1/31/2011 0:00	Water	2011 Meter Change & MXU Installation	334400-Meters & Meter Installations
4/1/2012 0:00	Water	ERT	334400-Meters & Meter Installations
1/31/2010 0:00	Water	2010 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
2/28/2013 0:00	Water	Meter:3/4"	334400-Meters & Meter Installations
3/1/2012 0:00	Water	ERT	334400-Meters & Meter Installations
2/28/2013 0:00	Water	ERT	334400-Meters & Meter Installations
4/30/2006 0:00	Water	upgraded meter reading equipment	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Meter Replacements	334400-Meters & Meter Installations
2/28/2007 0:00	Water	Aboite Meter Replacement/MXU install for Jan.	334400-Meters & Meter Installations
5/31/2008 0:00	Water	July 2008 Change Meter Program and XMU Installation	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Change Meter and mxu installation	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
2/28/2007 0:00	Water	2007 Meter Replacement Program	334400-Meters & Meter Installations
9/30/2006 0:00	Water	New meter changeouts - Aboite Township	334400-Meters & Meter Installations
4/30/2003 0:00	Water	METERING EQUIP FOR CHESTNUT HILLS WATER PLANT	334400-Meters & Meter Installations
2/28/2007 0:00	Water	2007 Meter Replacement and MXU Installations	334400-Meters & Meter Installations
2/28/2007 0:00	Water	December Change Meter Program - Aboite	334400-Meters & Meter Installations
12/31/2005 0:00	Water	2005 Meter replacements for Aboite Township	334400-Meters & Meter Installations
2/28/2013 0:00	Water	2013 Meter Change and MXU Installation	334400-Meters & Meter Installations
1/31/2010 0:00	Water	2010 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
2/1/2012 0:00	Water	ERT	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Change Meter and mxu installation	334400-Meters & Meter Installations
1/31/2011 0:00	Water	Meter:3/4"	334400-Meters & Meter Installations
11/1/2012 0:00	Water	Meter:3/4"	334400-Meters & Meter Installations
5/31/2008 0:00	Water	2008 Meter Replacement and MXU installation	334400-Meters & Meter Installations
1/31/2010 0:00	Water	2010 Meter Change and MXU Installation Program	334400-Meters & Meter Installations
5/31/2008 0:00	Water	2008 Water Meter Replacement Program	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
5/31/2008 0:00	Water	2008 Aboite Meter Replacements	334400-Meters & Meter Installations
1/31/2011 0:00	Water	2011 Meter Change & MXU Installation	334400-Meters & Meter Installations
11/1/2012 0:00	Water	ERT	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Meter Replacement Program-Change meters/MXU's installed thru 4/30/09	334400-Meters & Meter Installations
4/30/2009 0:00	Water	2009 Meter Replacement and MXU Installation	334400-Meters & Meter Installations
11/16/2008 0:00	Water	2008 Aboite New Fire Hydrant Installation	334400-Meters & Meter Installations Total
11/16/2008 0:00	Water	2008 Aboite New Fire Hydrant Installation	335400-Hydrants
11/16/2008 0:00	Water	2008 Aboite New Fire Hydrant Installation	335400-Hydrants
12/15/2009 0:00	Water	Install 30 New Fire Hydrants in Aboite Water Service Area	335400-Hydrants
3/6/2013 0:00	Water	Hydrant	335400-Hydrants
5/1/1981 0:00	Water	BRIARWOOD HILLS, 1 HYDRANT	335400-Hydrants
9/16/2010 0:00	Water	Replace 2" blowoff with new fire hydrant on 6" water main at 9618 King David Ct in Liberty Hills	335400-Hydrants
12/31/2007 0:00	Water	2007 Fire Hdrant Installation in Aboite Township	335400-Hydrants
5/1/1981 0:00	Water	BRIARWOOD HILLS, 1 HYDRANT	335400-Hydrants

Aqua Indiana - Utility Center, Inc.
Appendix C - Material Assets Comprising the Utility System
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eng_in_service_ye	func_class	ldg_long_description	utility_account
4/1/1993 0:00	Water	HYDRANT & INSTALLATION AT COVINGTON CREEK CONDOS	335400-Hydrants
6/1/1981 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE PHASE II, 1 HYDRANT	335400-Hydrants
5/1/1981 0:00	Water	SLEEPY HOLLOW PROFESSIONAL VILLAGE PHASE I, 1 HYDRANT	335400-Hydrants
11/1/1984 0:00	Water	1 HYDRANT SHORES OF OAK BOROUGH SEC II	335400-Hydrants
6/1/1981 0:00	Water	BLUE CREEK, 1 HYDRANT	335400-Hydrants
6/1/1981 0:00	Water	1 HYDRANT, BITTERSWEET MOORS	335400-Hydrants
8/1/1984 0:00	Water	TIMBERLAKE - 1 TYPE V FIRE HYDRANT	335400-Hydrants
4/1/1983 0:00	Water	HYDRANT-3103 LE BALME TRAIL - COVINGTON LAKE EST.	335400-Hydrants
7/1/1985 0:00	Water	WEST HAMILTON - 1 HYDRANT	335400-Hydrants
5/1/1981 0:00	Water	BITTERSWEET WOODS, 2 HYDRANTS	335400-Hydrants
10/1/1984 0:00	Water	OAK BOROUGH SECTION I - 2 HYDRANTS	335400-Hydrants
5/1/1981 0:00	Water	HAVERHILL SEC. V, 2 HYDRANTS	335400-Hydrants
11/1/1984 0:00	Water	2 HYDRANTS HAMLETS OF WOODLAND RIDGE SEC II	335400-Hydrants
8/1/1989 0:00	Water	5 1/2" BURY HYDRANTS - DEERFIELD	335400-Hydrants
7/1/1985 0:00	Water	COVINGTON WOODS I, PH I - (2)6X6 HYDRANTS	335400-Hydrants
7/1/1985 0:00	Water	OAK BOROUGH, SEC II - 2 HYDRANTS	335400-Hydrants
1/1/1991 0:00	Water	INDIAN RESERVE - 3 HYDRANTS	335400-Hydrants
11/1/1985 0:00	Water	HICKORY RIDGE SEC I - THREE HYDRANTS	335400-Hydrants
6/1/1985 0:00	Water	3 HYDRANTS - HAMLETS OF WOODLAND RIDGE III	335400-Hydrants
10/1/1984 0:00	Water	COVINGTON HOMESTEAD - 3 HYDRANTS	335400-Hydrants
6/1/1981 0:00	Water	COVINGTON CREEK V, 3 HYDRANTS	335400-Hydrants
8/1/1985 0:00	Water	POINTE INVERNESS - 3 HYDRANTS	335400-Hydrants
7/1/1985 0:00	Water	COVINGTON WOODS II - 2 HYDRANTS	335400-Hydrants
10/1/1984 0:00	Water	OLD ORCHARD LAKE - 5 HYDRANTS	335400-Hydrants
6/1/1981 0:00	Water	COVINGTON LAKE ESTATES, 3 HYDRANTS	335400-Hydrants
8/1/1984 0:00	Water	4 TYPE V FIRE HYDRANTS - SHORES OF OAK BOROUGH SEC I	335400-Hydrants
1/1/1991 0:00	Water	WESTCHESTER GLENS - SEC. I & II - 6 HYDRANTS	335400-Hydrants
7/1/1982 0:00	Water	1 HYDRANT BRIARWOOD HILLS 1 HYDRANT COVINGTON LAKE ESTATES	335400-Hydrants
10/1/1984 0:00	Water	GLENS OF BITTERSWEET SEC II & III	335400-Hydrants
7/1/1985 0:00	Water	TIMBERLAKE II - (3)12X6 HYDRANTS AND (3)6X6 HYDRANTS	335400-Hydrants
6/1/1981 0:00	Water	COPPER HILL I, 11 HYDRANTS	335400-Hydrants
11/8/2011 0:00	Water	Hydrant	335400-Hydrants
6/1/1981 0:00	Water	HEATHER RIDGE SEC I & II, 19 HYDRANTS	335400-Hydrants
8/17/2010 0:00	Water	Installation of 3 fire hydrants at 110 Glenmmor, 8834 Whispering Woods Dr and 9420 Whispering Woods Dr	335400-Hydrants
12/24/2008 0:00	Water	State Road 14 Relocation Installation of 10 fire hydrants	335400-Hydrants
2/28/2002 0:00	Water	2 Hydrants on Buffalo Court	335400-Hydrants
12/31/2007 0:00	Water	2007 Fire Hydrant Installation In Aboite Township	335400-Hydrants
		Aboite Hydrant installations in: Brierwood Hills, Cov. Lake Est., W. Hamilton Crossing, Vill. at Cov., Jenn Ridge & Glencairn Blvd.	335400-Hydrants
11/16/2008 0:00	Water	installed 15 new fire hydrant assemblies in Aboite water system - aboite twp	335400-Hydrants
1/31/2007 0:00	Water	Install 30 New Fire Hydrants in Aboite Water Service Area	335400-Hydrants
12/15/2009 0:00	Water		335400-Hydrants Total
		INSTALLATION OF BASEBOARD HEAT IN OFFICE AREA - ABOITE WATER TREATMENT PLANT	340500-Office Furniture & Equipment
			340500-Office Furniture & Equipment Total

Aqua Indiana - Utility Center, Inc.
Appendix C - Material Assets Comprising the Utility System
12.31.2013

eng_in_service_ye	whc_class	ldg_long_description	utility_account
3/31/2010 0:00	Water	Trench Box for UCI Shoring System	343500-Tools, Shop & Garage Equip
		REZNOR F130 UNIT HEATER, 2 THERMOSTATS.& 2 FRESH AIR INLETS FOR BURNER ABOITE WATER	
10/1/1994 0:00	Water	TREATMENT PLANT	343500-Tools, Shop & Garage Equip
9/30/2004 0:00	Water	Safety Equipment Shoring Equipment Utility Center	343500-Tools, Shop & Garage Equip
3/31/2010 0:00	Water	Trench Box for UCI Shoring System	343500-Tools, Shop & Garage Equip
			343500-Tools, Shop & Garage Equip Total
10/31/2009 0:00	Water	Hatch DR 890 Portable Colorimeter, Halch Portable pH Test Meter for Aboite Water Plant	344500-Laboratory Equipment
			344500-Laboratory Equipment Total
2/15/2010 0:00	Water	Pollard Steam Machine to Thaw Fire Hydrants	345500-Power Operated Equipment
2/28/2007 0:00	Water	DD-75 Precision .33 HP belt driven vacuum pump	345500-Power Operated Equipment
2/15/2010 0:00	Water	Pollard Steam Machine to Thaw Fire Hydrants	345500-Power Operated Equipment
3/31/2007 0:00	Water	Tapmate Drill Machine & Accessories	345500-Power Operated Equipment
			345500-Power Operated Equipment Total
8/31/2010 0:00	Water	Replace Main Scada Computers at Chestnut Hills	346500-Communication Equipment
2/1/1999 0:00	Water	COVINGTON ROAD WATER TREATMENT PLANT NEW ALARM SYSTEM	346500-Communication Equipment
7/1/1999 0:00	Water	RADIO LINK BETWEEN COVINGTON ROAD WTP & CHESTNUT HILLS PUMPS # 8 & 9	346500-Communication Equipment
12/1/2000 0:00	Water	ALARM SYSTEM CHESTNUT HILLS	346500-Communication Equipment
12/1/1999 0:00	Water	COVINGTON ROAD WTP NEW ALARM, EQUIPMENT & INSTALLATION	346500-Communication Equipment
8/31/2010 0:00	Water	Replace Main Scada Computers at Chestnut Hills and Office	346500-Communication Equipment
5/1/1988 0:00	Water	WELL ALARM CONTROL SYSTEM - ABOITE WATER SYSTEM	346500-Communication Equipment
4/30/2003 0:00	Water	ALARM AND CONTROL SYSTEM FOR CHESTNUT HILLS WATER PLANT	346500-Communication Equipment
			346500-Communication Equipment Total
6/30/2009 0:00	Water	Locks and Alarm Systems for Aboite Meadows, Chestnut Hills and Covington Road Water Treatment Plants	347500-Miscellaneous Equipment
6/30/2009 0:00	Water	Locks and Alarm Systems for Aboite Meadows, Chestnut Hills and Covington Road Water Treatment Plants	347500-Miscellaneous Equipment
11/30/2006 0:00	Water	Add'l charges-Sensus meter reader - Model=AR5002; IC=22220A-AR5002	347500-Miscellaneous Equipment
10/1/1989 0:00	Water	GUARDSMAN AIR PAC - COVINGTON ROAD WELL HOUSE	347500-Miscellaneous Equipment
7/31/2010 0:00	Water	Install safety shower and drinking fountain at Covington Road Water Treatment Plant	347500-Miscellaneous Equipment
11/30/2006 0:00	Water	Sensus meter reader - Model=AR5002; IC=22220A-AR5002	347500-Miscellaneous Equipment
1/1/2008 0:00	Water	Aboite system Hydraulic Model tool	347500-Miscellaneous Equipment
12/31/2010 0:00	Water	Security Cameras for Chestnut Hills, Cov Rd and Aboite Water Plants	347500-Miscellaneous Equipment
6/30/2009 0:00	Water	Locks and Alarm Systems for Aboite Meadows, Chestnut Hills and Covington Road Water Treatment Plants	347500-Miscellaneous Equipment
12/31/2004 0:00	Water	Boring Equipment Utility Center	347500-Miscellaneous Equipment
		Auxiliary Generators for Aboite Water Facilities-1 ea 230 KW and 400 KW Pad Mount Generators with pad & wiring	
7/15/2007 0:00	Water	& transfer switch	347500-Miscellaneous Equipment
			347500-Miscellaneous Equipment Total
12/30/2009 0:00	Water	Revise Water System Maps	348500-Other Tangible Plant
12/30/2009 0:00	Water	Revise Water System Maps	348500-Other Tangible Plant
			348500-Other Tangible Plant Total

APPENDIX D

Schedule of Construction Work in Progress

APPENDIX D
Schedule of Construction Work in Progress

work_order_number	wo_description	activity_group	asset_location	total_cwip_balance
32695630773	105-NewMain,ChstntScrttRdFdrMn	0105-New Mains (Ext @ Cost)	Aboite- Water	12,719.44
32695695470	Replace Valves on Softeners	0520-Equipment (TPB)	Aboite- Water	2,287.29
32695656667	Covington WTP Generator Rebuild	0810-Mechanical Equipment	Aboite- Water	2,251.40
32695681981	Meter Replacment/RF conversion	0205-Surcharge Eligible Meters	Aboite- Water	8,666.52
32695695783	Replace Well House Doors & Fascia	0521-Wells	Aboite- Water	2,408.47
32695656668	Schonstedt Magnetic Locator	0901-Working Tools	Aboite- Water	837.96
			\$	29,171.08

APPENDIX E
Schedule of Permits

	Permittee	Governmental Authority	Permit Type	Permit No.	Effective Date	Expiration Date	Transferable to the City
1)	Covington Water Treatment Plant	Indiana Department of Environmental Management	National Pollutant Discharge Elimination System	IN0060348	08/01/2010	07/31/2015	Yes, if the requirements listed in Part II, Section A.4 of the Permit (see page 11 of 23) are met
2)	Chestnut Hills Water Treatment Plant	Indiana Department of Environmental Management	National Pollutant Discharge Elimination System	IN0061727	11/01/2012	10/31/2017	Yes, if the requirements listed in Part II, Section A.4 of the Permit (see page 11 of 24) are met
3)	Statewide	Indiana Department of Environmental Management	Monitoring Waivers for Asbestos, PCB, Dioxin, Cyanide and Glyphosate	PWSID IN5202014	01/01/2011	12/31/2019	TBD

APPENDIX E
Schedule of Permits

	Permittee	Governmental Authority	Permit Type	Permit No.	Effective Date	Expiration Date	Transferable to the City
1)	Covington Water Treatment Plant	Indiana Department of Environmental Management	National Pollutant Discharge Elimination System	IN0060348	08/01/2010	07/31/2015	Yes, if the requirements listed in Part II, Section A.4 of the Permit (see page 11 of 23) are met
2)	Chestnut Hills Water Treatment Plant	Indiana Department of Environmental Management	National Pollutant Discharge Elimination System	IN0061727	11/01/2012	10/31/2017	Yes, if the requirements listed in Part II, Section A.4 of the Permit (see page 11 of 24) are met
3)	Statewide	Indiana Department of Environmental Management	Monitoring Waivers for Asbestos, PCB, Dioxin, Cyanide and Glyphosate	PWSID IN5202014	01/01/2011	12/31/2019	TBD

APPENDIX F

Schedule of Litigation and Regulatory Non-Compliance

None

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APPENDIX G

Schedule of Inventory

APPENDIX G
Schedule of Inventory

UTILITY CENTER DECEMBER 2013 METER INVENTORY

Meter Size	Meter Cost	Meter Inventory 12/31/13	Meter Inventory Cost
5/8"	67.46	0	\$ -
3/4"	79.85	160	\$ 12,776.00
3/4" TRPL	86.75	0	\$ -
3/4" TRPL	98.98	0	\$ -
1"	103.76	6	\$ 622.56
1" TRPL	131.64	0	\$ -
1" TRPL	106.80	28	\$ 2,990.40
1 1/2"	458.39	14	\$ 6,417.46
2"	544.34	24	\$ 13,064.16
2"	859.48	0	\$ -
3"	1,002.73	0	\$ -
4"	1,661.66	0	\$ -
510R-C1-TC-X-AL	80.52	78	\$ 6,280.56
510R-C1-3W-X-AL	80.52	4	\$ 322.08
510R-C2-3W-X-T	73.14	48	\$ 3,510.72
510R-C2-TC-X-T	80.52	12	\$ 966.24
510R-C1-TC-TC-T	92.22	28	\$ 2,582.16
510R-C1-3W-X-T	80.52	4	\$ 322.08
520R-C1-TC-X--T	84.00	43	\$ 3,612.00
510-D1-TC-TC-AL	80.52	3	\$ 241.56
		452	<u>\$ 53,707.98</u>

APPENDIX G
Schedule of Inventory

WATER SUPPLIES INVENTORY DEC. 31, 2013

Item	Size	Unit Price	Total Price
Chlorine Cylinders	150 lb - Full	52.500	157.50

Chlorine Cylinders	150 lb - Full	52.500	315.00
Dechlorination Tablets	45 lb buckets	141.75	1,701.00

Chlorine Cylinders	150 lb - On-line	52.500	210.00
Sodium Metabisulfite	50 lb bags	24.00	192.00
Polymer Flocculent	44 lb buckets	145.20	145.20
			\$ 2,720.70

Item	Size	Unit Price	Total Price
Mainline Valve Box	26/36	69.55	-
Valves - MJ	6"	420.00	-
Valves - MJ	8"	317.97	635.94
Valves - MJ	12"	1,230.50	-
Mega Lug	4"	23.00	-
Mega Lug - Ductile	6"	40.97	204.85
Mega Lug - PVC	6"	49.61	49.61
Mega Lug - PVC Accessory Pack	6"	42.54	170.16
MegaLug - PVC	8"	67.06	268.24
MegaLug - PVC Accessory Pack	8"	57.79	115.58
Mega Lug - Ductile	16"	187.52	375.04
Gland Mega Lug DI STD	12"	32.61	195.66
MJ DI Solid Sleeve	6"	47.50	47.50
MJ DI Solid Sleeve 12x12	12"	142.26	426.78
MJ Gland Kit	6"	9.00	-
MJ 45	6"	38.90	38.90
Foster Adapter Kit	12"	191.10	573.30
Foster Adapter Kit	6"	82.35	247.05
Multi-Range Cast Coupling	6"	123.42	-
Multi-Range Cast Coupling	12"	198.00	396.00
Ultra Flex Coupling ss	6"	252.73	-
Ultra Flex Coupling ss	8"	279.22	-
Ultra Flex Coupling ss	8"	390.63	-
Ultra Flex Coupling ss	12"	369.32	1,107.95
MJ Tee	12" x 6"	134.75	404.25
Repair Clamp - 4.74-5.57	4"x12"	140.93	986.51
Repair Clamp - 7.45-7.85	6"x12"	166.77	500.31
Repair Clamp - 8.99-9.39	8"x12"	188.26	376.52
Repair Clamp - 14.1-14.5	12"x12"	262.15	524.30
Repair Clamp - 14.34-13.14	12"x24"	423.59	847.18
Repair Clamp - 13.1-13.6	12"x16"	247.50	495.00
Repair Clamp	16"x15"	851.51	-
Tapping Sleeve	13	427.06	427.06
Tapping Sleeve	14x6	1,017.57	1,017.57
Corp	3/4"	11.26	-
Corp	1"	18.18	-
Corp	1"	37.29	1,603.47
Corp	2"	88.69	-
Curb Stop	3/4"	39.94	-
Curb Stop	1"	62.25	-
Curb Stop	1"	102.07	1,939.33
Curb Stop - Compression	1"	82.39	-
Curb Stop	1-1/2"	111.28	-
Curb Stop	2"	161.40	-
Instalites	3/4"	16.47	1,498.77
Instalites	3/4"	17.76	-
Instalites	3/4"	16.58	-
Instalites	1"	43.28	2,596.80
Instalites	1"	26.60	2,021.60

APPENDIX G
Schedule of Inventory

WATER SUPPLIES INVENTORY DEC. 31, 2013

Item	Size	Unit Price	Total Price
Double Instalite	3/4"	9.19	-
Double Instalite	1"	28.32	-
Flare x Flare	1"x3/4"	19.51	331.67
Flare x Flare	1"x3/4"	26.75	-
Flare x Flare	3/4"	19.17	-
Flare x Flare	1"	9.55	-
45°	3/4"	26.33	-
45°	1"	36.29	-
3/4" insert to Flare Adapter	3/4"	6.96	-
Double Compression	1"	15.00	-
Double Compression	3/4"	21.50	-
Compression Couplers	3/4 x 1"	10.48	-
1-1/2" Adapt Female Corp Insert	1-1/2"	36.28	-
2" Adapt Female Corp x IP Insert	2"	59.53	-
1" Insert to Flare adapter	1"	12.57	251.40
Service Box w/Plug Cover	4'	26.05	260.50
Service Box w/Plug Cover	4'	34.24	-
5' Bury Curbbox enlarged base 1/4"	5'	60.99	487.92
Service Box Rod	9/16x24	8.03	337.26
93E Curb Box	2"	32.00	-
Enlarged base	2 1/2"	8.50	8.50
Brass Nipples	2x6	8.96	-
Galv. Nipple	1x6	2.41	55.43
Galv. Nipples	1 x 12	4.98	129.48
Galv. Couplers	1"	4.28	111.28
Plastic/feet	1"	0.62	310.00
Plastic/feet	3/4"	0.41	82.00
Plastic/feet	1 1/2"	0.54	37.80
Plastic/feet	2"	1.17	58.50
Plastic/feet	6"	6.47	-
Plastic/feet	8"	7.92	158.40
Plastic/feet	12"	8.56	1,968.80
Bury Hydrants	5'	59.85	239.40
MJ DI Solid Plug	6"	36.00	-
MJ Accessory Pack	6"	19.23	-
Road Cut Permits - County-Nov		75.00	1,275.00
Road Cut Permits - County-Sep		75.00	1,875.00
			\$ 28,069.57
TOTAL WATER SUPPLIES INVENTORY - 12.31.13			\$ 30,790.27

APPENDIX H

Schedule of Operating and Vendor Contracts

H-1



Power and Technology
For
Critical Applications



Proposal # SM-AH121003-1

FAX Cover: This is a confidential message, intended solely for the person to whom it is addressed. If you receive this message in error, please forward it to the correct person, or mail it back to us. Thank you.

Date: 10/3/2012

Customer: Jim Muniga
AquaIndiana
1111 W. Hamilton Road S.
Fort Wayne, IN 46814
U.S.A.

Phone: 260-625-4700

Fax:

E-mail:

From: A. Dee Hinesley

Pages: 6 including this one

Regarding: 2013 - 2015 (3-Year) Service Agreement Proposal for NOVATEK PROVIDED Generator Systems

We at Novatek Corporation are pleased to submit this Proposal on the above-mentioned project. The following is our "Scope of Work" and price per the provided scope / meetings.

Novatek is your local source for all parts, service, warranty and training needs.



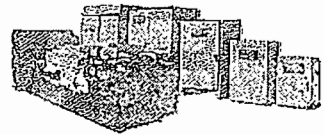
SM-AH12100 continued...



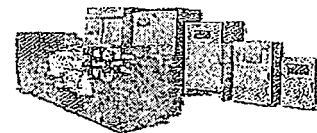
Ln #	Qty	Description	Price
1		Proactive Service Agreement --	
		Annual Full Service: Price Includes: One site visit per including all labor and materials to perform a complete Annual Fluid and Filter Service, 60-Point System Inspection of the equipment and Complete inspection of Automatic Transfer Switch..(System must be off-line for this service) Materials include the Primary and Bypass oil filters, oil changeout, disposal and oil analysis as well as fuel and water elements when applicable. Up to 1gal of antifreeze to top off coolant system.	
		6-Month Inspection Including Transfer Switch Inspection: Price Includes: One site visit including all labor and materials to perform a complete 60-Point Inspection of genset and Complete inspection of Automatic Transfer Switch. (System must be off-line for this service)	
		NOTE: If separate brake-out line item pricing is required, this proposal will be rescinded and a revised proposal will be offered.	
2	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
3	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
4		INVERNESS HILLS LS ANNUAL SubTotal:	\$2,034.00
5	1	INVERNESS HILLS LS 3-Year TOTAL:	\$6,102.00
6			
7	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
8	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
9		COVINGTON WTP ANNUAL SubTotal:	\$2,451.00
10	1	COVINGTON WTP 3-Year TOTAL:	\$7,353.00
11			
12	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
13	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
14		CHESTNUT WTP ANNUAL SubTotal:	\$2,399.00



SM-AH12100 continued...



Ln #	Qty	Description	Price
15	1	CHESTNUT WTP 3-Year TOTAL:	\$7,197.00
16			
17	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
18	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
19		HOMESTEAD ROAD LS ANNUAL SubTotal:	\$1,994.00
20	1	HOMESTEAD ROAD LS 3-Year TOTAL:	\$5,982.00
21			
22	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
23	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
24		CHESTNUT HILLS WELL #10 ANNUAL SubTotal:	\$2,740.00
25	1	CHESTNUT HILLS WELL #10 3-Year TOTAL:	\$8,220.00
26			
27	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
28	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
29		ABOITE CENTER LS ANNUAL SubTotal:	\$2,034.00
30	1	ABOITE CENTER LS 3-Year TOTAL:	\$6,102.00
31			
32	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
33	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
34		ABOITE WELLS #3&4 ANNUAL SubTotal:	\$2,696.00
35	1	ABOITE WELLS #3&4 3-Year TOTAL:	\$8,088.00
36			
37	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
38	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	

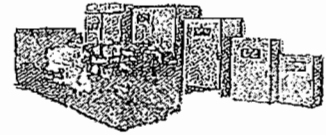


SM-AH12100 continued...

Ln #	Qty	Description	Price
39		ABOITE MEADOWS WTP ANNUAL SubTotal:	\$2,227.00
40	1	ABOITE MEADOWS WTP 3-Year TOTAL:	\$6,681.00
41			
42	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
43	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
44		125KW TRAILER UNIT ANNUAL SubTotal:	\$1,421.00
45	1	125KW TRAILER UNIT 3-Year TOTAL:	\$4,263.00
46			
47			
48	1	60-Point Inspection Plus Annual Fluid and Filter Service Plus Automatic Transfer Switch Inspection.	
49	1	60-Point Inspection Plus Automatic Transfer Switch Inspection	
50		150kVA Magnum TRAILER UNIT ANNUAL SubTotal:	\$1,421.00
51	1	150kVA Magnum TRAILER UNIT 3-Year TOTAL:	\$4,263.00
52			



Acceptance of Proposal



Proposal # SM-AH121003-1

Proposal for: **2013 - 2015 (3-Year) Service Agreement Proposal for
NOVATEK PROVIDED Generator Systems**

*Prior to ordering equipment or services, please sign and return as
a confirmation of pricing, terms and conditions.*

Approved by: [Signature]

Title: VICE PRESIDENT / Regional Manager

PO: _____

Date: 11/12/12

ANNUAL Total	\$21,417.00
Contract Length	3-YEARS

Please provide a copy of your tax ID certificate if tax is not applicable to this purchase.

NOT Included in this proposal for this unit is the following:

Fuel for generator is supplied by others.
Pad for generator set is by others.
Wiring installation is supplied by others.
State Sales Tax.

NOTE(s) :

1. This proposal is firm and expires in (30) thirty days from the date of issue without the receipt of a purchase order referencing the above quotation number.
2. NO RETAINAGE of any amount on product and/or materials is acceptable.
3. Either party may cancel this agreement with a written 30 day notice.

Thank you for this opportunity to submit our "Proposal" for this project, and we trust that you will find it acceptable. We look forward to working with you on this project and any future opportunities you may have.

If you have any questions, comments, or would like to secure this proposal, please feel free to contact me.

Best Regards,

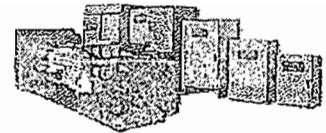
A. Dee Hinesley

Office: 260.482.6049

Fax: 260.359.1181



SM-AH12100 continued...



Novatek Corporation Terms and Conditions of Sale

1. Terms of payment are: **Due upon completion of work**

Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time in writing. All sales and terms are subject to receipt of an acceptable purchase order and to a credit review. Equipment will be invoiced when available for customer pick up or delivery to the job site. Delays by customer request of shipment or pick up will be subject to carrying charges of 2% per month on the unpaid balance commencing 15 days after notice of availability. This quotation does not include unloading or installation of equipment unless specifically indicated. All quoted Novatek Corporation On-Site Labor is based upon regular work hours. Additional charges shall apply to overtime

2. Prices are subject to any applicable Taxes.

3. Typographic, stenographic, and mathematical errors are subject to correction.

4. Additional charges shall apply to overtime labor.

5. NO startup will be performed without 100% payment of materials as Novatek Corporation is a materials supplier.

6. Novatek Corporation shall not be liable for any damages of any kind whatsoever resulting from the operation, possession, or use of said products, or resulting from the failure of said product, or resulting from any delays occasioned thereby, and purchaser agrees to defend and indemnify Novatek Corporation from same. Novatek Corporation specifically disclaims any obligation by it to insure that the equipment sold hereunder complies with any plans or specifications promulgated by others.

7. Standard manufacturers warranties apply to equipment described herein. The warranty provisions as set forth are expressly in lieu of any other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose, which warranties are disclaimed. Warranty not valid without a factory authorized startup.

8. All materials, labor and installation required to complete the installation, but not specifically included with this Bill of Materials, is the responsibility of others.

9. Novatek Corporation shall not be liable for liquidated damages or other consequential penalties due to fire, flood, strike or other labor difficulty, act of God, accidents, transportation delays, or supplier related delays that are beyond the control of Novatek Corporation.

10. Cancellation of equipment after receipt of a written or verbal purchase order is subject to any cancellation charges incurred by Novatek Corporation from its suppliers of equipment and services. Any equipment which can not be cancelled will be assessed additional charges determined by Novatek Corporation at the time of cancellation.

11. Novatek Corporation or its designated agent, reserves the right to perform any necessary adjustment or modifications to the equipment provided, including adjustments or modifications that are made at the job site. If work rules preclude making these adjustments or modifications with Novatek Corporation's designated personnel or agent, it is understood that the purchaser will make these adjustments or modifications at the purchaser's expense. Novatek Corporation will not accept or honor any back charges or responsibility for such work performed.

12. Title to products supplied herein shall remain with Novatek Corporation until full payment is received from buyer. Loss or damage to the product becomes the responsibility of the buyer upon buyer's receipt of such products at F.O.B. point of shipment.

13. The terms contained herein are not negotiable; and Novatek Corporation hereby anticipatory rejects any terms different from those contained herein, or additional terms as may be proposed by purchaser in its purchase order or

APPENDIX I

Schedule of Reuse and Effluent Disposal Agreements

None

APPENDIX J

Schedule of Purchased Water Service Agreements

None

APPENDIX K

Schedule of Agreements (Developer Agreements)

APPENDIX K
Schedule of Developer Agreements
As of 12/31/2013

Contract Date	No. of Months	Date Contract Expires	Developer Name	Subdivision Name	No. of Lots	Lot Numbers Eligible	Price Per Lot	Potential Reimbursements	No. of Lots Connected 11/30/13	Reimbursement 11/30/13	No. Lots Conn. Dec-13	Total Lots Conn. 12/31/2013	Amount Paid To Date	Reimbursement Due 12/31/13	Balance Acct. 12/31/13
Apr-10	120	Mar-20	UAB Development Corp.	Aurora Coves North, Sec. I	24	1-12/34-45	652	15,643	18	11,732		18	11,732	-	3,911
Oct-10	120	Sep-20	Equity Land Corp.	Azbury Woods II	19	51-69	766	14,545	8	6,124		8	6,124	-	8,421
Nov-12	120	Oct-22	Equity Land Corp.	Azbury Woods III	22	70-91	1,537	33,807	1	1,537		1	1,537	-	32,270
Aug-12	120	Jul-22	Oakmont Development LLC	Bridgewater, Sec. XII	32	396-427	1,219	38,999	14	17,062	1	15	18,281	-	20,718
Nov-12	120	Oct-22	Oakmont Development LLC	Bridgewater, Sec. XIII	20	428-447	1,537	30,733	7	10,757		7	10,757	-	19,977
Dec-09	120	Aug-19	Pine View Land Corp.	Calera I, Ph I	56	1-18 & 41-78	652	36,500	53	34,544		53	34,544	-	1,955
Dec-09	120	Aug-19	Pine View Land Corp.	Calera I, Ph II	20	19-40	652	13,036	-	-	3	3	1,955	-	11,080
Dec-10	120	Nov-20	Oakmont Development LLC	Cypress Pointe	44	1-44	1,219	53,624	32	38,999	1	33	40,218	-	13,406
Oct-12	120	Sep-22	Oakmont Development LLC	Gray Oaks II	41	46-86	1,219	49,968	2	2,437		2	2,437	-	47,530
Feb-10	120	Jan-20	Illinois Development, LLC	Hamilton Meadows III	39	41-81	761	29,665	38	28,904		38	28,904	-	761
Mar-10	120	Feb-20	Illinois Development, LLC	Hamilton Meadows IV	40	82-121	761	30,425	39	29,665		39	29,665	-	761
Feb-11	120	Jan-21	Illinois Development, LLC	Hamilton Meadows V	46	122-167	761	34,989	42	31,948		42	32,707	(761)	2,282
Aug-12	120	Jul-22	Illinois Development, LLC	Hamilton Meadows VI	28	168-195	1,537	43,026	15	23,050		15	23,050	-	19,977
Dec-08	120	Nov-18	Heron Development LLC	Heron Preserve IV	25	78-102	1,016	25,403	8	8,129	1	9	9,145	-	16,258
Oct-08	120	Sep-18	St. Joe Development Corp.	Jonathon's Landing, Sec. VII	35	265-299	766	26,794	21	16,076		21	16,076	-	10,718
Jun-08	120	May-18	Prairie Meadows Developers LLC	Prairie Meadows I & II	52	1-52	274	14,238	12	3,286	1	13	3,560	-	10,679
Sep-09	120	Aug-19	Oakmont Development LLC	Vera Cruz III	34	104-137	766	26,028	36	27,559		36	27,559	-	(1,531)
Oct-12	120	Sep-22	Chestnut Group Inc.	Villas of Chestnut Cove	6	1 thru 6	1,242	7,454	2	2,485		2	2,485	-	4,969
				TOTAL	583			\$24,875	348	294,292	7	355	300,736	(761)	224,140

DEVELOPER AGREEMENTS POSTED AFTER 1/1/2013

Feb-13	120	Jan-23	Oakmont Development LLC	Cypress Pointe II	42	45-86	1,219	51,186	7	8,531		7	8,531	-	42,655
Apr-23	120	Apr-23	Oakmont Development LLC	Mediterra I	44	1-44	1,537	67,613	12	18,440	1	13	19,977	-	47,636
	120		Scott Investors LLC	Sycamore Lakes I & II	85	See spreadsht	766	65,071	49	37,511	1	50	34,449	3,828	30,622
				TOTAL	171			183,870	68	64,482	2	70	62,957	3,828	120,913
				GRAND TOTAL	754			708,746	416	358,775	9	425	363,693	3,067	345,053

APPENDIX L

Schedule of Agreements (Other Than Developer Agreements)

APPENDIX L
Schedule of Antenna Leases
As of 2/28/14

Current Carrier	Facility Name	Lease Signed	Effective Date	Initial Amount	% Annual Increase	Present Monthly Amount	Present Annual Amount	Last Increased	Comments
Comcast	Aboite Water Tower Land	5/1/2002	5/1/2002	\$10,800.00	5%	\$ 1,539.34	\$ 18,472.10	5/1/2013	Ground Lease
T-Mobile	Aboite Meadows	5/11/2000	5/11/2000	\$13,200.00	3%	\$ 1,615.39	\$ 19,384.68	12/31/2013	Original lease signed by Omnipoint Holdings-Name changed to T-Mobile
AT & T	Covington Rd. Tower	3/1/2011	3/1/2011	\$21,600.00	3%	\$ 1,966.91	\$ 23,602.90	3/1/2014	Original lease signed by New Cingular Wireless-Pd yearly not monthly
AT & T	Aboite Water Tower	8/11/2008	1/1/2009	\$32,400.00	3%	\$ 3,223.94	\$ 38,687.29	1/1/2014	Original lease signed by Omnipoint Holdings-Name changed to Cingular
U. S. Cellular	Cov. & Co. Ln. Rd	6/30/2003	6/30/2003	\$18,000.00	5% on each anniv.	\$ 2,443.34	\$ 29,320.07	6/30/2013	
						\$ 10,788.92	\$ 129,467.06		

APPENDIX L
Schedule of Antenna Leases
As of 12/31/13

Current Carrier	Facility Name	Lease Signed	Effective Date	Initial Amount	% Annual Increase	Present Monthly Amount	Present Annual Amount	Last Increased	Comments
Comcast	Aboite Water Tower Land	5/1/2002	5/1/2002	\$10,800.00	5%	\$ 1,539.34	\$ 18,472.10	5/1/2013	Ground Lease
T-Mobile	Aboite Meadows	5/11/2000	5/11/2000	\$13,200.00	3%	\$ 1,615.39	\$ 19,384.68	12/1/2013	Original lease signed by Omnipoint Holdings-Name changed to T-Mobile
AT & T	Covington Rd. Tower	3/1/2011	3/1/2011	\$21,600.00	3%	\$ 1,909.62	\$ 22,915.44	3/1/2013	Original lease signed by New Cingular Wireless-Pd yearly not monthly
AT & T	Aboite Water Tower	8/11/2008	1/1/2009	\$32,400.00	3%	\$ 3,130.04	\$ 37,560.48	1/1/2013	Original lease signed by Omnipoint Holdings-Name changed to Cingular
U. S. Cellular	Cov. & Co. Ln. Rd	6/30/2003	6/30/2003	\$18,000.00	5% on each anniv.	\$ 2,443.34	\$ 29,320.07	6/30/2013	
						\$ 10,637.73	\$ 127,652.78		

APPENDIX M

Schedule of Rates, Fees and Charges

UTILITY CENTER, INC.
d/b/a Aqua Indiana, Inc.
Schedule of Water Rates and Charges
(Pursuant to IURC Order in Cause No. 43874, Approved April 13, 2011)

EFFECTIVE
APR 20 2011
INDIANA UTILITY
REGULATORY COMMISSION

A. GENERAL METERED RATE

For use of and service rendered by the water utility system of the corporation based upon the use of water supplied by said water utility system.

<u>Metered Rate Per Month</u>		<u>Per 1,000 Gallons</u>
First	4,000 gallons	\$ 7.3583
Next	5,000 gallons	\$ 5.6569
Next	10,000 gallons	\$ 4.4977
Next	20,000 gallons	\$ 4.2360
Next	50,000 gallons	\$ 3.9555
Next	100,000 gallons	\$ 3.6751
All over	189,000 gallons	\$ 2.8524

Minimum Rate Per Month

Each user shall pay a minimum rate in accordance with the following applicable size of meter installed, for which the user will be entitled to the quantity of water set out in the above rate blocks. Minimum rates apply to the monthly bill if the metered consumption is less than the Gallons of the applicable meter size identified below.

<u>Size of Meter</u>		<u>Gallons</u>	<u>Rate</u>
5/8 or ¾	inch meter	4,000	\$ 29.43
1	inch meter	10,000	\$ 62.22
1 ½	inch meter	20,000	\$ 106.93
2	inch meter	30,000	\$ 149.29
3	inch meter	60,000	\$ 270.48
4	inch meter	100,000	\$ 425.62
6	inch meter	200,000	\$ 784.08

ISSUED PURSUANT TO

43874

Date APR 13 2011
Indiana Utility Regulatory Commission

JAN 30 2009

UTILITY CENTER, INC.

INDIANA UTILITY
REGULATORY COMMISSION

Schedule of Water Rates and Charges

(Pursuant to IURC Order in Cause No. _____ Approved _____, effective _____)

B. WATER CONNECTION CHARGES

Tap Size with Meter Size		Tap Cost Both Sides	Tap Cost Dropped Off
¾"	Tap with ¾" Meter	\$1,190.00	\$595.00
1"	Tap with ¾" Meter	\$1,225.00	\$610.00
1"	Tap with 1" Meter	\$1,260.00	\$650.00
1 ½"	Tap with 1" Meter	\$2,080.00	N/A
1 ½"	Tap with 1 ½" Meter	\$2,190.00	N/A
2"	Tap with 1 ½" Meter	\$2,350.00	N/A
2"	Tap with 2" Meter	\$2,400.00	N/A

Prior to connection to the water system, each applicant shall pay a charge to cover the cost of: Excavating and tapping the main; furnishing and installing a maximum of 50 ft. service pipe from the main to the lot line; furnishing and installing meter cock (if outside), yoke and meter. The connection charge is based on the above schedule and may be increased for extraordinary costs (e.g. road bores through existing highways). The charge for a tap larger than a 2" with a 2" meter shall be the actual cost of labor, materials, power machinery, transportation and overhead incurred for installing the tap, but shall not be less than the charge for a 2" tap with a 2" meter. The charge for a service line installed for a distance greater than 50 ft. shall be the cost of pipe, labor, power machinery and overhead added to the above schedule.

C. LATE PAYMENT CHARGE

A utility service bill that has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be considered a delinquent bill. A utility service bill shall be rendered as a net bill. If a net bill is not paid within seventeen (17) days after the bill is mailed, it shall become a delinquent bill and a late payment charge will be added in the amount of ten (10) percent of the first three (3) dollars and three (3) percent of the excess of three (3) dollars.

JAN 30 2009

Page 4 of 5

UTILITY CENTER, INC.

INDIANA UTILITY
REGULATORY COMMISSION

Schedule of Water Rates and Charges

(Pursuant to IURC Order in Cause No. _____ Approved _____, effective _____)

D. RECONNECTION CHARGE

When service is turned off for non-payment of bill, or for any reason beyond the control of the utility, and a re-establishment of service is required by any one customer, a charge of \$38.00 will be made by the utility to cover the cost of discontinuance and re-establishment of service during regular business hours from 7:30 a.m. to 4:30 p.m. weekdays. The charge for re-establishment of service after regular business hours shall be \$92.00. The customer shall pay the charge, together with any arrears due the utility, before service is re-established.

E. RETURNED CHECK CHARGE

Each customer who causes a check to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged \$34.00 to cover the cost incurred by the utility having to re-process the original transaction.

F. DEPOSITS

The utility may require a reasonable deposit from a customer to secure payment of charges for services if the utility determines that the customer or applicant does not meet the criteria for creditworthiness set forth in the Rules and Regulations of the Commission. The standard deposit for service shall be \$50. However, such deposit, if required, shall not exceed an amount equal to 1/6 of the expected annual billings for the customer at the address at which service is rendered. Interest on and refund of such deposits shall be in accordance with the Company's rules and regulations.

G. RATE FOR TEMPORARY USERS

Water furnished to temporary users, such as contractors, shall be charged on the basis of the General Metered Rates set forth herein, estimated and established by the water utility manager, before service is rendered.

UTILITY CENTER, INC.

JAN 30 2009

Schedule of Water Rates and Charges

(Pursuant to IURC Order in Cause No. _____ Approved _____, effective _____) INDIANA UTILITY
REGULATORY COMMISSION

H. SERVICE CHARGE

When service is requested by a customer to perform a repair on their property for any reason beyond the control of the utility, a service charge of \$32.00 per hour during regular business hours of 7:30 a.m. to 4:30 p.m. weekdays, will be made and added to the customer's regular monthly billing and made a part thereof, subject to the rules and regulations pertaining to such billings. If the service call is made after regular business hours, the customer shall be charged a two hour minimum charge of \$87.00 and \$40.00 for each additional hour of service. These charges will be assessed in the same manner as listed above.

I. SERVICE LINE LEAKS

If a customer of the utility has an unmetered leak in the service line and does not repair it within five (5) days of written notification from the utility, a charge of \$58.00 per day will be made to the customer's regular monthly billing until evidence is provided by the customer to the utility that the leak has been repaired.

J. TRANSFER OF SERVICE FEE

Any metered customer requesting new service shall be charged a fee of \$37.00 to cover the cost of labor and transportation to obtain a beginning meter reading from the residence or business. This fee will be charged to the customer's regular monthly billing. If customer or any responsible party designated by the customer misses the appointment established by customer service personnel of the utility, an additional trip charge of \$37.00 will be charged and added to the customer's regular monthly billing.

K. ESTABLISHMENT OF NEW SERVICE FEE

Any new water customer requesting service at a premise not previously connected shall be charged a fee of \$16.00 to cover the administrative cost to initiate service for the residence or business. This one-time fee will be charged to the customer's regular monthly billing.

L. INSPECTION FEE

The hourly charge for utility personnel to inspect water lines installed by an outside contractor shall be \$32.00 during regular business hours from 7:30 a.m. to 4:30 p.m. weekdays. The charge for inspection after regular business hours and on weekends shall be a two-hour minimum charge of \$85.00 and \$40.00 for each additional hour. This fee will be charged to the party requesting the inspection.

APPENDIX N

Schedule of Notices Regarding Environmental Compliance



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

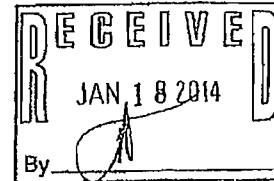
100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Michael R. Pence
Governor

Thomas W. Easterly
Commissioner

January 10, 2014

Mr. Jeffery Gard, Regional Manager
Aqua Indiana
1111 West Hamilton Road South
Fort Wayne, Indiana 46814



Dear Mr. Gard:

Re: Inspection Summary Letter
Chestnut Hills Water Treatment
NPDES Permit No. IN0061727
Fort Wayne, Allen County

An inspection of the above-referenced facility or location was conducted by a representative of the Indiana Department of Environmental Management, Office of Water Quality, pursuant to IC 13-18-3-9. A summary of the inspection is provided below:

Date(s) of Inspection: December 12, 2013
Type of Inspection: Compliance Evaluation Inspection
Inspection Results: Potential problems were discovered or observed.

A copy of the NPDES Industrial Facility Inspection Report is enclosed for your records. Please direct any response to this letter and any questions to Rex Counterman at 317-691-1914 or by email to rcounter@idem.IN.gov.

Sincerely,

Donald R. Daily, Inspections Section Chief
Compliance Branch
Office of Water Quality

Enclosure



NPDES Industrial Facility Inspection Report

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

NPDES Permit Number: IN0061727	Facility Type: Industrial	Minor	Facility Classification: B	TEMPO AI ID 8956			
Date(s) of Inspection: December 12, 2013							
Type of Inspection: Compliance Evaluation Inspection							
Name and Location of Facility Inspected: Chestnut Hills Water Treatment 12208 State Road 14 Fort Wayne			Receiving Waters/POTW: Beal Taylor D.	Permit Expiration Date: 10/31/2016 Design Flow: 0.10MGD			
County: Allen							
On Site Representative(s): First Name Last Name Title Email Phone Steve Fickle Operator mwaurich@aquaaamerica.com							
Certified Operator: Mark Aurich Number: 014021 Class: D Effective Date: 7-1-12 Expiration Date: 6-30-14 Hours/Week:							
Responsible Official: Mr. Jeffery Gard, Regional Manager			Permittee: Aqua Indiana Email: jwgard@aquaaamerica.com Phone: Contacted? No				
1111 West Hamilton Road South Fort Wayne, Indiana 46814			Fax: 				
INSPECTION FINDINGS <input type="checkbox"/> No violations were discovered with respect to the particular items observed during the inspection. (5) <input type="checkbox"/> Violations were discovered but corrected during the inspection. (4) <input checked="" type="checkbox"/> Potential problems were discovered or observed. (3) <input type="checkbox"/> Violations were discovered and require a submittal from you and/or a follow-up inspection by IDEM. (2) <input type="checkbox"/> Violations were discovered and may subject you to an appropriate enforcement response. (1)							
AREAS EVALUATED DURING INSPECTION (S = Satisfactory, M = Marginal, U = Unsatisfactory, N = Not Evaluated)							
N	Receiving Waters	S	Facility/Site	S	Self-Monitoring	N	Compliance Schedules
S	Effluent/Discharge	S	Operations	S	Flow Measurement		
M	Permit	S	Maintenance	S	Laboratory	S	Effluent Limits Compliance
M	Overflow/Bypass	S	Sludge	M	Records/Reports	N	Other:
DETAILED AREA EVALUATIONS							
Receiving Waters: <u>N</u> 1. The receiving stream is visibly free of excessive deposits of settled solids, floating debris, oil, scum, or billowy foam. Comments: The receiving stream is actually a pond which was put in by the golf course which owns this area of land. The receiving stream was iced over not allowing a visual observation.							
Effluent/Discharge: <u>S</u> 1. Treated effluent is essentially free of excessive solids, floating debris, oil, scum, or billowy foam. <u>N</u> 2. Pretreatment discharge into sanitary sewers appears free of excessive oils, grease, solids, or foam and does not appear to be in violation of the local Sewer Use Ordinance. <u>N</u> 3. Pretreatment discharge into sanitary sewers does not contain materials that pass through or interfere with the operation of the POTW. Comments: The effluent was clear and free of color at the time of the inspection.							

Permit:

- N 1. A permit renewal application was submitted to IDEM at least 180 days prior to the expiration date.
- M 2. The facility description, including the receiving waters, is complete and accurate.
- N 3. The permit has been properly transferred.

Comments:

The permit states Beal Taylor Ditch as the receiving stream. The discharge is to a golf course pond.

Overflow/Bypass:

- M 1. The facility has had no overflow/bypass events in the past 12 months.
- S 2. Overflow/bypass events have been properly reported.
- S 3. Any adverse impacts from overflow/bypass events have been properly mitigated.

Comments:

The facility had an overflow at an onsite lift station which was reported as required.

Facility/Site:

- S 1. The facility has standby power or equivalent provision.
- S 2. An adequate alarm or notification system for power or equipment failure is available for the treatment facility.
- S 3. Safe and adequate access is provided for inspection of all treatment units and outfalls.
- 4. List any safety concerns noted during the inspection in the box below:

Comments:

Facility uses a SCADA system to notify personnel of power outages or high level alarms.

Operations:

- S 1. All facilities and systems necessary for achieving compliance with the terms and conditions of the permit are operated efficiently, including:
 - a. An anticipated bypass report was submitted to IDEM for steps of treatment taken out of service.
- S 2. An adequate, qualified operating staff is provided to carry out the operation of the facility, including:
 - a. Certified Operator's on-site attendance and/or qualified operations personnel attendance is adequate.
 - b. Adequate documentation of operational activities, including system monitoring and cleaning.
 - c. Adequate funding to ensure proper operation.
- S 3. Solids handling procedures are adequate.
- S 4. Documentation of solids removal, handling, and disposal is adequate.

Comments:

All units of treatment appear to be operating efficiently. Solids removed from system is discharged to sanitary sewers.

Maintenance:

- S 1. A maintenance record system has been established and includes maintenance/repair history and preventative maintenance plan.
- S 2. Facility maintenance activities appear adequate.

Comments:

A work order maintenance system keeps track of all maintenance activities.

Sludge:

- S 1. Sludges, screenings, and slurries are handled and disposed of properly.

Comments:**Self-Monitoring:**

- S 1. Samples are taken at pre-designated locations and are representative.
- N 2. Flow-proportioned samples are obtained where needed.
- S 3. The facility conducts sampling of all waste streams, including type and frequency, as required in the permit.
- S 4. Sample collection procedures, including automatic sampling, include:
 - a. Samples are refrigerated during compositing.
 - b. Proper preservation techniques are used.
 - c. Containers and holding times conform to 40 CFR 136.3.
- S 5. Sample documentation is adequate and includes:
 - a. Date, time, and location of sampling.
 - b. Name of individual performing sampling.
 - c. Instantaneous flow for flow-weighted aliquots.
- N 6. NPDES Permit Total Toxic Organic (TTO) requirements are being met.
- N 7. NPDES Permit Whole Effluent Toxicity (WET) testing requirements are being met.

Comments:

Samples are taken as one time grabs.

Flow Measurement:

- S 1. Flow is properly measured as required by the permit.
N 2. Flow charts and calibration records are available for review.
S 3. Effluent flow is used in calculating effluent loadings.

Comments:

The effluent flow meter was last calibrated June 2013.

Laboratory:

1. The following laboratory records were reviewed:

pH Bench Sheets

- S 2. The laboratory practices and protocol reviewed were adequate, including:
- Written laboratory QA/QC manual.
 - Chain-of-Custody procedures followed.
 - Samples are properly stored.
 - Approved analytical methods are used.
 - Calibration and maintenance of instruments is adequate.
 - QA/QC procedures are adequate.
 - Dates of analyses.
 - Name of person performing analyses.

Comments:

The facilities Midwest Lab analyzes TSS. Iron is analyzed by Sherry Lab. PH and Chlorine is measured on site.

Records/Reports:

The following records/reports were reviewed:

DMRs for the period of October 2012 to November 2013 were reviewed as part of the inspection.

- S 1. All facility records for the period including the previous three years were available for review.
M 2. DMRs and MMRs are completed properly and accurately including:
- "No Ex" column is accurate.
 - Signatory requirements are met.
 - Reports are prepared by or under the direction of a certified operator.

Comments:

Facility did not have signed DMR copies to review for the months of September and October 2013.

Compliance Schedules:

- N 1. The NPDES Permit Schedule of Compliance monitoring and reporting milestones have been met.
N 2. Agreed Order compliance milestones have been met.

Comments:

The facility does not have compliance schedules or orders.

Effluent Limits Compliance:

Yes 1. Were DMRs reviewed as part of the inspection?

DMRs for the period of October 2012 to November 2013 were reviewed as part of the inspection.

No 2. Were violations noted during the review of DMRs?

N 3. Overflow/Bypass and Noncompliance reporting.

Comments:

IDEM REPRESENTATIVE

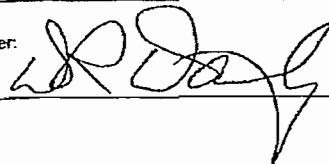
Inspector Name:
Rex Counterman

Email:
rcounter@idem.IN.gov

Phone Number:
317-691-1914

IDEM MANAGER REVIEW

IDEM Manager:



Date:

1-10-14



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

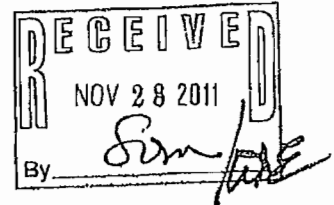
Thomas W. Easterly
Commissioner

November 18, 2011

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

VIA CERTIFIED MAIL 91 7190 0005 2710 0018 1527

Mr. William Etzler, Vice-President
Aqua Indiana
1111 West Hamilton Road
Fort Wayne, Indiana 46814



Re: Inspection Summary Letter
Chestnut Hills Water Treatment Plant
NPDES Permit No. IN0061727
Fort Wayne, Allen County

Dear Mr. Etzler:

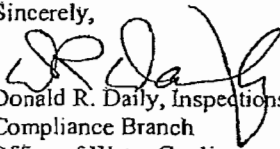
On November 1, 2011, a representative of the Indiana Department of Environmental Management, Office of Water Quality, conducted an inspection of the Chestnut Hills Water Treatment Plant, located in Fort Wayne, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Compliance Evaluation Inspection

Results of Inspection: ☒ No violations were observed.
☐ Additional information/review is required to evaluate overall compliance.
☐ Potential problems were discovered or observed.

A copy of the Revised Notice of Inspection is enclosed for your records. Please direct any response to this letter and any questions to Rex Counterman at 317-691-1914 or by email to rcounter@idem.IN.gov.

Sincerely,


Donald R. Daily, Inspections Section Chief
Compliance Branch
Office of Water Quality

Enclosure



Wastewater Facility Notice of Inspection

State Form 54290 (5-10)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Revised
11/14/11

FACILITY AND INSPECTION INFORMATION							
NPDES Permit Number IN0061727	Facility Type Code Industrial		Minor		Classification Per Permit B		
This is to notify you that on November 1, 2011, an inspection of the specified facility was conducted by the undersigned representative of the Indiana Department of Environmental Management, Office of Water Quality.							
Type Of Inspection: Compliance Evaluation Inspection							
Name and Location of Facility Inspected Chestnut Hills Water Treatment Plant 12208 W Illinois Rd Fort Wayne, Indiana 46814				Receiving Waters/POTW Tributary of Beal Taylor Ditch		Permit Expiration Date 10/31/2012	
County Allen				Facility Design Flow 0.100 mgd			
On Site Representative(s)							
Name	Title	Facility phone	Cell phone	Email			
Steve Fickle	Operations		260/740-6524				
Certified Operator Mark Aurich		Number 17307		Class D	Renewal Effective Date 7/1/2010	Expiration Date 6/30/2012	Hours/Week
Responsible Official William L. G. Etzler 1111 West Hamilton Road Fort Wayne, IN 46814 Indiana				Title Vice President Email Telephone Fax			
				Contacted?			
AREAS EVALUATED DURING INSPECTION							
(S = Satisfactory, M = Marginal, U = Unsatisfactory, N = Not Evaluated, NA = Not Applicable)							
S Receiving Waters		S Facility/Site		S Self-Monitoring		NA Compliance Schedules	
N Effluent Appearance		S Operation		S Flow Measurement		NA Pretreatment	
S Permit		S Maintenance		N Laboratory		S Effluent Limits Violations	
NA CSO/SSO (Sewer Overflow)		S Sludge		S Records/Reports		N Other	
PRELIMINARY INSPECTION/SCREENING FINDINGS*							
*These findings are considered preliminary and identify specific compliance issues discovered during the above noted inspection that the designated agent of IDEM believes may be a violation of statute(s), rule(s), or permit(s) issued by IDEM.							
SINGLE MEDIA INSPECTION:							
<input checked="" type="checkbox"/> No violations were discovered with respect to the particular items observed during the inspection. (5)							
<input type="checkbox"/> Violations were discovered but corrected during the inspection. (4)							
<input type="checkbox"/> Violations were discovered and require a submittal from you and/or a follow-up inspection by IDEM. (2)							
<input type="checkbox"/> Violations were discovered and may subject you to an appropriate enforcement response. (1)							
<input type="checkbox"/> Additional information/review is required to evaluate overall compliance. (6)							
<input type="checkbox"/> Potential problems were discovered or observed. (3)							
Comments Regarding Ratings:							
The Following Facility Records Were Reviewed: Discharge Monitoring Reports Monthly Report of Operations				The Following Laboratory Records Were Reviewed: pH bench sheet			
DMRs and MROs reviewed: from January 2011 to September 2011.							

DU 11/14/11

Receiving Waters and effluent had no notable color or sheen.

All units of treatment appear to be operating efficiently.

Maintenance activities, such as cleaning and repairs, are documented on operator daily logs.

Final flow monitoring is accurate and representative.

The lab analysis for TSS and TRC are ran at Midwest Utility. The Iron is sent to Philadelphia. Ph is ran on site.

The bench sheets reviewed are accurate and complete.

Records reviewed were on site and available. All appear complete and accurate.

A records review during the inspection indicated no effluent violations have been reported during the period reviewed.

MULTI-MEDIA SCREENING (please note that a multi-media screening is not a comprehensive evaluation of the compliance status of the facility):

Multi-media screening not conducted.

POLLUTION PREVENTION

Pollution prevention is the preferred means of environmental protection in Indiana. The goal of pollution prevention is to promote changes in business and commercial operation, especially manufacturing processes, so that Indiana businesses increase productivity, generate less environmental waste, reduce their regulatory responsibilities and become more profitable. Your participation in Indiana's pollution prevention program is entirely voluntary. If you have any pollution prevention questions, you may contact our Office of Pollution Prevention and Technical Assistance (OPPTA) at 317 232-8172 or (800) 988-7901, or visit OPPTA's Web site at www.idem.IN.gov/oppta/p2/. Would your company like to be contacted by IDEM's Office of Pollution Prevention and Technical Assistance? No

COMPLIANCE ASSISTANCE

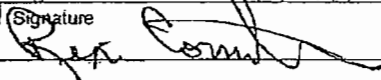
In addition to the compliance assistance offered by IDEM's individual programs, IDEM's Compliance and Technical Assistance Program (CTAP) offers free, confidential assistance to regulated entities, including small businesses and municipalities, throughout Indiana. In the future, if you would like to request free, confidential compliance assistance, call 317 232-8172 or (800) 988-7901, or visit CTAP's Web site at www.idem.IN.gov/oppta/ctap/.

SUMMARY AND CORRECTION INFORMATION

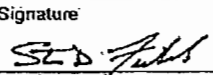
A summary of violations and concerns noted during the inspection was verbally communicated to the undersigned representative during the inspection. The facility should correct any deficiencies noted as soon as possible. Corrections made and verified during the inspection may still be cited as violations.

Written report provided at the conclusion of the inspection. If upon subsequent review, any changes to this report are deemed necessary, a revised report will be sent to the responsible official within 45 days.

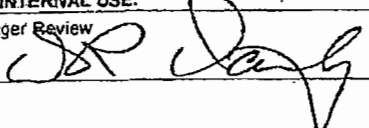
IDEM REPRESENTATIVE:

Inspector Name Rex Counterman	Signature 	Telephone Number 317-691-1914	Date November 1, 2011
Inspector Email rcounter@idem.IN.gov			Time In 10:00 AM
			Time Out 12:00 PM

FACILITY REPRESENTATIVE:

Printed name STEVE D. FICKLE	Signature 	Title Facility Supervisor	Telephone Number 260.740.6524	Date 11.1.2011
---------------------------------	--	------------------------------	----------------------------------	-------------------

FOR IDEM INTERNAL USE:

IDEM Manager Review 	Date 11/14/11	For: <input type="checkbox"/> Follow up <input type="checkbox"/> NPDES permits <input type="checkbox"/> Enforcement <input type="checkbox"/> Other
--	------------------	--



Wastewater Facility Notice of Inspection

State Form 54290 (5-10)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

FACILITY AND INSPECTION INFORMATION

NPDES Permit Number IN0060348	Facility Type Code Industrial	Minor	Classification Per Permit ASO
This is to notify you that on January 7, 2011, an inspection of the specified facility was conducted by the undersigned representative of the Indiana Department of Environmental Management, Office of Water Quality.			
Type Of Inspection: Compliance Evaluation Inspection			
Name and Location of Facility Inspected Covington Water Treatment Plant 14705 Covington Rd Fort Wayne, Indiana 46818		Receiving Waters/POTW Storm water retention pond	Permit Expiration Date 7/31/2015 Facility Design Flow 0.044 mgd
County Allen			
On Site Representative(s)			
Name	Title	Facility phone	Cell phone Email
Steve Fickle	Facility Supervisor	260/625-4700	
Certified Operator Steve Fickle		Number 17307	Class A
		Renewal Effective Date 7/1/2010	Expiration Date 6/30/2012
Responsible Official Mr. William Etzler AquaSource 111 West Hamilton Road South Fort Wayne, Indiana 46814		Title Regional Vice President Email Telephone Contacted? No	

AREAS EVALUATED DURING INSPECTION

(S = Satisfactory, M = Marginal, U = Unsatisfactory, N = Not Evaluated, NA = Not Applicable)

N Receiving Waters	S Facility/Site	S Self-Monitoring	NA Compliance Schedules
N Effluent Appearance	S Operation	S Flow Measurement	NA Pretreatment
S Permit	S Maintenance	S Laboratory	M Effluent Limits Violations
NA CSO/SSO (Sewer Overflow)	S Sludge	S Records/Reports	N Other:

PRELIMINARY INSPECTION/SCREENING FINDINGS*

*These findings are considered preliminary and identify specific compliance issues discovered during the above noted inspection that the designated agent of IDEM believes may be a violation of statute(s), rule(s), or permit(s) issued by IDEM.

SINGLE MEDIA INSPECTION:

- No violations were discovered with respect to the particular items observed during the inspection. (5)
- Violations were discovered but corrected during the inspection. (4)
- Violations were discovered and require a submittal from you and/or a follow-up inspection by IDEM. (2)
- Violations were discovered and may subject you to an appropriate enforcement response. (1)
- Additional information/review is required to evaluate overall compliance. (6)
- Potential problems were discovered or observed. (3)

Comments Regarding Ratings:

The Following Facility Records Were Reviewed:
Discharge Monitoring Reports
Monthly Report of Operations

DMRs and MROs reviewed: from January 2010 to November 2010.

The facility was not discharging at time of the inspection.

All units of treatment appear to be operating efficiently.

Sludge in bottom of sediment tanks is discharged to the Main Aboite WWTP.

The Self Monitoring Program was rated as satisfactory. Final samples are accurately flow proportioned by grab samples.

Operator needs to keep pH calibration sheets on site for inspectors review.

Records reviewed were on site and available. All appear complete and accurate.

The Effluent Limits Violations evaluation generated a marginal rating. A review of the Discharge Monitoring Reports (DMR) and the Monthly Report of Operations (MRO) during the inspection revealed your facility reported final effluent violations for August 2010 for TSS Daily Max, January 2010 for Total Iron Monthly Ave. and February 2010 Total Iron Monthly Ave.

MULTI-MEDIA SCREENING (please note that a multi-media screening is not a comprehensive evaluation of the compliance status of the facility)

Multi-media screening not conducted.

POLLUTION PREVENTION

Pollution prevention is the preferred means of environmental protection in Indiana. The goal of pollution prevention is to promote changes in business and commercial operation, especially manufacturing processes, so that Indiana businesses increase productivity, generate less environmental waste, reduce their regulatory responsibilities and become more profitable. Your participation in Indiana's pollution prevention program is entirely voluntary. If you have any pollution prevention questions, you may contact our Office of Pollution Prevention and Technical Assistance (OPPTA) at 317 232-8172 or (800) 988-7901, or visit OPPTA's Web site at www.idem.IN.gov/oppta/p2/. Would your company like to be contacted by IDEM's Office of Pollution Prevention and Technical Assistance? No

COMPLIANCE ASSISTANCE

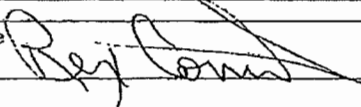
In addition to the compliance assistance offered by IDEM's individual programs, IDEM's Compliance and Technical Assistance Program (CTAP) offers free, confidential assistance to regulated entities, including small businesses and municipalities, throughout Indiana. In the future, if you would like to request free, confidential compliance assistance, call 317 232-8172 or (800) 988-7901, or visit CTAP's Web site at www.idem.IN.gov/oppta/ctap/.

SUMMARY AND CORRECTION INFORMATION

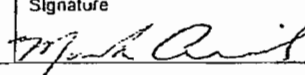
A summary of violations and concerns noted during the inspection was verbally communicated to the undersigned representative during the inspection. The facility should correct any deficiencies noted as soon as possible. Corrections made and verified during the inspection may still be cited as violations.

Written report provided at the conclusion of the inspection. If upon subsequent review, any changes to this report are deemed necessary, a revised report will be sent to the responsible official within 45 days.

IDEM REPRESENTATIVE:

Inspector Name	Signature	Telephone Number	Date
Rex Counterman		317-691-1914	January 7, 2011
Inspector Email		Time In	Time Out
rcounter@idem.IN.gov		10:07 AM	2:45 PM

FACILITY REPRESENTATIVE:

Printed name	Signature	Title	Telephone Number	Date
MARK J. BURICH		WWTP SUPERVISOR	260-740-6558	1-7-11

FOR IDEM INTERNAL USE:

IDEM Manager Review	Date	For:
		Follow up NPDES permits Enforcement Other



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

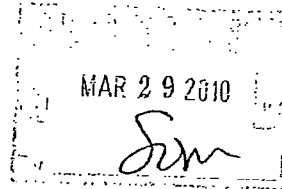
Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

March 26, 2010

VIA CERTIFIED MAIL

Mr. William Etzler, Vice President
Aqua Indiana, Inc.
1111 West Hamilton Road
Fort Wayne, Indiana 46814



Re: Inspection Summary/Violation Letter
Covington Water Treatment Wastewater
Treatment Facility
NPDES Permit No. IN0060348
Fort Wayne, Allen County

Dear Mr. Etzler:

On February 19, 2010, a representative of the Indiana Department of Environmental Management, Office of Water Quality, conducted an inspection of the Covington Water Treatment Wastewater Treatment Facility, located at 14705 Covington Road, Fort Wayne, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Reconnaissance Inspection

Results of Inspection: ☐ Violations were observed but corrected during the inspection.
☒ Violations were observed.
☐ Violations were observed and will be referred to the Enforcement Section.

The following violations and concerns were identified:

1. IDEM requires the effluent flow meter to be calibrated at least once annually.

At the time of the inspection, it was determined your effluent flow meter was last calibrated in February 2008.

2. Part I. C. 7 of the permit states, in part, that the permittee shall retain, for a minimum of three (3) years, all records and information resulting from the monitoring activities required by this permit, including all records of analyses performed. In cases where the original records are kept at another location, a copy of all such records shall be kept at the permitted facility.

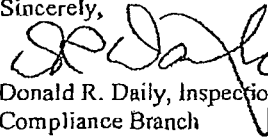
IDEM requested to review records for January through December 2009. The records for the following months were not available: June, July, August, September, October, November and December.

3. Part II. A. 4 of the permit states, in part, that if the permittee wishes to continue an activity regulated by this permit after the expiration date, the permittee must apply for and obtain a renewal of this permit in accordance with 326 IAC 5-2-8(2). The application must be submitted at least 180 days before the expiration date of this permit.

An internal records review following the inspection revealed your permit renewal application was due to be submitted by September 30, 2009. To date, no application has been received.

Within thirty (30) days of receipt of this letter, a written detailed response documenting correction of each of the violations listed above and/or a plan for assuring future compliance must be submitted to this office. Failure to respond adequately to this letter may result in a referral to Office of Water Quality's Enforcement Section. Please direct your response to this letter to the attention of Lynn Raisor. Any questions regarding this matter should be directed to Lynn Raisor at (317) 233-2488 or by cell phone at (317) 691-0099 or by email to Lraisor@idem.IN.gov. Thank you for your attention to this matter.

Sincerely,



Donald R. Daily, Inspections Section Chief
Compliance Branch
Office of Water Quality



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

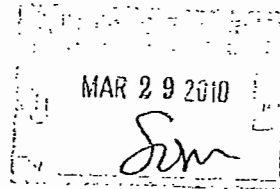
Thomas W. Easterly
Commissioner

March 26, 2010

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

VIA CERTIFIED MAIL

Mr. William Etzler, Vice President
Aqua Indiana, Inc.
1111 West Hamilton Road
Fort Wayne, Indiana 46814



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Covington Water Treatment Wastewater
Treatment Facility
NPDES Permit No. IN0060348
Fort Wayne, Allen County

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Results of Inspection: ☐ Violations were observed but corrected during the inspection.
 ☒ Violations were observed.
 ☐ Violations were observed and will be referred to the Enforcement Section.

The following violations and concerns were identified:

1. IDEM requires the effluent flow meter to be calibrated at least once annually.

At the time of the inspection, it was determined your effluent flow meter was last calibrated in February 2008.

2. Part I. C. 7 of the permit states, in part, that the permittee shall retain, for a minimum of three (3) years, all records and information resulting from the monitoring activities required by this permit, including all records of analyses performed. In cases where the original records are kept at another location, a copy of all such records shall be kept at the permitted facility.

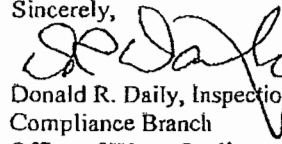
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An internal records review following the inspection revealed your permit renewal application was due to be submitted by September 30, 2009. To date, no application has been received.

Within thirty (30) days of receipt of this letter, a written detailed response documenting correction of each of the violations listed above and/or a plan for assuring future compliance must be submitted to this office. Failure to respond adequately to this letter may result in a referral to Office of Water Quality's Enforcement Section. Please direct your response to this letter to the attention of Lynn Raisor. Any questions regarding this matter should be directed to Lynn Raisor at (317) 233-2488 or by cell phone at (317) 691-0099 or by email to Lraisor@idem.IN.gov. Thank you for your attention to this matter.

Sincerely,



Donald R. Daily, Inspections Section Chief
Compliance Branch
Office of Water Quality

APPENDIX N

Schedule of Notices Regarding Environmental Compliance

- 1) Inspection Summary/Violation Letter, dated March 26, 2010, from the Indiana Department of Environmental Management regarding a Reconnaissance Inspection that was conducted at the Covington Water Treatment Wastewater Treatment Plant on February 19, 2010, pursuant to which certain violations were observed as detailed in the accompanying copy of the NPDES Industrial Facility Inspection Report.

Status:

1: IDEM was notified in writing with documentation that the effluent flow meter was calibrated on February 27, 2009 and then again on March 25, 2010. The effluent flow meter has been calibrated annually since.

2: The missing copies of the reports were supplied to IDEM. Resolved.

3: The permit renewal was completed and express mailed to Idem on April 7, 2009. The final permit was effective on August 1, 2010.

- 2) Wastewater Facility Notice of Inspection, dated January 7, 2011, from the Indiana Department of Environmental Management regarding a Compliance Evaluation Inspection that was conducted at the Covington Water Treatment Plant on January 7, 2011, pursuant to which certain problems were discovered or observed as detailed therein.

Status:

The indicated potential problem with high effluent iron monthly averages for January and February 2010 were resolved with the optimization of the waste treatment for the Covington Plant. The potential problem cited for the final effluent TSS violation for August 2010 was in error. Resolved.

- 3) Inspection Summary Letter, dated November 18, 2011, from the Indiana Department of Environmental Management regarding a Compliance Evaluation Inspection that was conducted at the Chestnut Hills Water Treatment Plant on November 1, 2011, pursuant to which no violations were observed as detailed in the accompanying copy of the NPDES Industrial Facility Inspection Report.
- 4) Inspection Summary Letter, dated January 10, 2014, from the Indiana Department of Environmental Management regarding a Compliance Evaluation Inspection that was conducted at the Chestnut Hills Water Treatment Plant on December 12, 2013, pursuant to which certain problems were discovered or observed as detailed in the accompanying copy of the NPDES Industrial Facility Inspection Report.

Status:

The two missing signed DMR's for September and October 2013 from our records were replaced with signed copies from IDEM. Resolved.

APPENDIX O

Schedule of Excluded Assets

APPENDIX O
SCHEDULE OF EXCLUDED ASSETS

- (1) all cash, cash equivalents and short-term investments; all payments received by Utility Center or Aqua prior to the Closing;
- (2) all minute books, stock records and corporate seals;
- (3) any shares of capital stock of Utility Center or Aqua;
- (4) all insurance policies and rights thereunder;
- (5) the following agreements
 - a) NONE
- (6) Records that Utility Center or Aqua is required by law to retain in its possession;
- (7) All claims, existing as of the Closing Date, for refunds of Taxes and other governmental charges of whatever nature;
- (8) All rights and obligations in connection with and assets of any employee benefit plans;
- (9) All rights of Utility Center and Aqua under this Agreement and all ancillary documents hereto.
- (10) All assets not listed in Appendices A, C, D and G.

APPENDIX P

Schedule of Permitted Exceptions

None

APPENDIX P

Schedule of Permitted Exceptions

- 1) All easements, rights-of-way, covenants and restrictions of record, assessments, and matters disclosed by surveys which do not, individually or in the aggregate, adversely impair or restrict the use of the Real Property in the operation of the Southwest Water System.
- 2) Any mortgage, lien or other matter that will be satisfied or discharged at or prior to the Purchased Assets Closing Date.

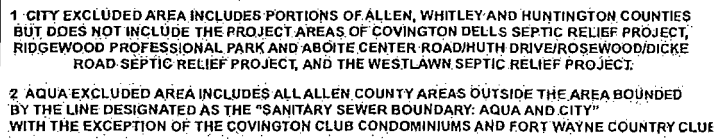
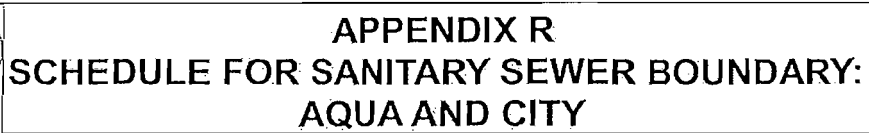
APPENDIX Q

Schedule of Assumed Liabilities

* See Appendix K – Developer Agreements

APPENDIX R

Schedule of Sanitary Sewer Boundary



APPENDIX S

SCHEDULE OF
LIMITED SPECIAL WARRANTY DEED

SPECIAL LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that **AQUA INDIANA, INC.** ("Grantor"), an Indiana corporation in good standing under the laws of the State of Indiana, **CONVEYS AND WARRANTS** unto **THE CITY OF FORT WAYNE**, a political subdivision of the State of Indiana, of Allen County in the State of Indiana ("Grantees"), in consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, real estate located in Allen County, Indiana, more particularly described as follows, to-wit:

Real Estate more fully described on Exhibit A which is attached hereto and incorporated herein by reference.

SUBJECT to all easements, restrictions, covenants, conditions, and limitations of record, as well as all applicable zoning ordinances.

SUBJECT to real estate taxes of 2013 due and payable in 2014, and thereafter.

The Grantor warrants its own acts, but not those of its predecessors in interest.

The individuals signing this Special Limited Warranty Deed warrant and represent that pursuant to the By-Laws or duly adopted corporate resolutions of the Grantor, that the undersigned has all necessary authority to execute this Special Limited Warranty Deed conveying the real estate described above, that no further corporate action is necessary for the making of this conveyance, and that the Grantor is in good standing in the state of its incorporation and, if required, in the state where the aforescribed real estate is located.

IN WITNESS WHEREOF, Grantor has caused this Special Limited Warranty Deed to be executed _____, 2014.

AQUA INDIANA, INC.

BY: _____
PRINTED NAME: _____
ITS: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2014, appeared _____ the _____ of **AQUA INDIANA, INC.**, who acknowledged the execution of the above and foregoing Special Limited Warranty Deed for and on behalf of the above Grantor, and who, having been duly sworn, stated that the above representations are true.

My Commission Expires:

SIGNATURE, NOTARY PUBLIC

Resident of:

PRINTED NAME, NOTARY PUBLIC

This instrument prepared by **VINCENT J. HEINY** (I.D. #7638-02), Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802; telephone: (260) 426-0444; fax: (260) 422-0274. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Vincent J. Heiny

(5/6/14 3:42PM)

Grantee mailing address:

Mail tax bills to:

APPENDIX T

SCHEDULE OF
LIMITED SPECIAL
ASSIGNMENT OF EASEMENTS

ASSIGNMENT OF EASEMENTS

THIS 2014 ASSIGNMENT OF EASEMENTS (this "Assignment") is made this ____ day of _____, 2014, by **UTILITY CENTER, INC.**, an Indiana corporation ("Assignor"), to the **CITY OF FORT WAYNE**, a political subdivision of the State of Indiana ("Assignee"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Utility Asset Acquisition Agreement, dated _____, 2014, entered into by Assignor and Assignee (the "**Acquisition Agreement**").

WHEREAS, among the Purchased Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Acquisition Agreement, are the rights of Assignor under those certain rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, operation, and maintenance of the Southwest Water System, as described and set forth in the Acquisition Agreement (the "**Easements**"); and

WHEREAS, Assignor has agreed to transfer to Assignee, except as provided herein, all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in **Exhibit A** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Subject to the Assignor's reserved interests in the Easements as limited and provided in paragraph 2 below, the Assignor hereby quitclaims, conveys and assigns unto Assignee all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, canals, streets, railroads and other

areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, ownership, and operation of the Southwest Water System or the Purchased Assets. Other than as may be provided in the Acquisition Agreement, the Assignor makes no express, implied or other representation or warranty of any kind or nature herein regarding the Easements. The Assignor makes no warranty or representation that all or any of the Southwest Water System or the Purchased Assets are located wholly within the Easements quitclaimed, conveyed and assigned herein, and the Assignee assumes the risk and acknowledges it is an assumed risk under the Acquisition Agreement that certain portions of the Southwest Water System Facilities may from time to time be discovered to be located outside of any of the quitclaimed, conveyed and assigned Easements.

2. To the extent there is currently located, as of the Purchased Assets Closing Date, any above or below ground facilities of the Assignor's Southwest Sewer System operations in any Easement quitclaimed, conveyed and assigned herein, the Assignor expressly reserves the right to the use of such Easement in common with the Assignee. To the extent any Easement quitclaimed, conveyed and assigned herein either contains a specific grant of easement for sewer or is a general utility easement that is by the terms of the Easement not expressly limited to potable water facilities or potable water systems or includes the right to use the Easement for sanitary sewer uses and purposes, the Assignor expressly reserves the right to own, hold, possess and use such general utility easement non-exclusively and in common with the Assignee. The interests in the Easements reserved in this paragraph 2 are collectively referred to as the Reserved Easement Interests.

3. Assignee hereby accepts the transfer and assignment of the Easements as set forth in paragraph 1 herein, and assumes the performance, obligations and duties of Assignor under such Easements as of the date hereof. Except as otherwise set forth in the Acquisition Agreement, Assignor shall have no liability or obligation with respect to the Easements after the date hereof, other than that attributable to the period prior to the date of this Assignment. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Easements prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses

arising in connection with the Easements upon and after the date hereof except to the extent the loss, claim, cost or expense arises out of the Assignor's use of the Reserved Easement Interests.

4. Assignee and Assignor each covenants and agrees with the other to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

5. This Assignment shall inure to the benefit of Assignee and Assignor, their successors and permitted assigns, and shall bind the Assignee and Assignor and their successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Indiana applicable to contracts made and to be performed within that state. The Assignor and the Assignee expressly consent to the exclusive venue and jurisdiction of any litigation arising under this Agreement being vested in the state courts located in any county contiguous to Allen County and in the U.S. District Court for the Northern District of Indiana, Fort Wayne Division.

7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

Executed as of the day and year first above written.

UTILITY CENTER, INC., an Indiana
corporation

By: _____
Thomas M. Bruns, President

CITY OF FORT WAYNE, a political
subdivision of the State of Indiana

By: _____
Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

This instrument was acknowledged before me this ____ day of _____, 2014, by
Thomas M. Bruns, as President of Utility Center, Inc., an Indiana corporation.

Notary Public

(Print, Type or Stamp Commissioned Name

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

This instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of the City of Fort Wayne, a political subdivision of the State of Indiana.

Notary Public

(Print, Type or Stamp Commissioned Name)

This instrument prepared by Vincent J. Heiny, (I.D. #7638-02), Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802; (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Vincent J. Heiny

EXHIBIT 4.11

CONSULTING AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

FOR CONSULTATION FOR THE SOUTHWEST WATER SYSTEM

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of this 23rd day of April, 2014, by and between the City of Fort Wayne ("City"), with offices at 200 E. Berry Street Suite 270, Fort Wayne, Indiana 46802, and Aqua Indiana, Inc. ("Aqua"), with offices at 5750 Castle Creek Parkway, Suite 314, Indianapolis, Indiana 46250. Aqua and the City are herein referred to as "party" or collectively as "parties."

WITNESSETH:

WHEREAS, Aqua intends to sell and the City intends to purchase water utility assets located in Aboite and Lafayette Townships in southwest Allen County ("Southwest Water System") as more fully described in that certain Utility System Asset Acquisition Agreement by and between the City of Fort Wayne, Indiana, as Buyer and Utility Center, Inc., as Seller ("Asset Acquisition Agreement"); and

WHEREAS, the City has requested Aqua to provide certain management advice, professional and administrative services for the Southwest Water System immediately following transition of ownership; and

WHEREAS, Aqua is experienced in the business of providing water utility management and professional services, and desires to provide the services set forth in this agreement, under the included terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. BASIC SERVICES

Aqua shall perform the services described on the attached Schedule 1 - Basic Services in a professional and competent manner.

2. ADDITIONAL SERVICES

Aqua may, at the specific request of the City in writing or as required in emergency situations, perform additional services not included in the Basic Services ("Additional Services"). Fees for Additional Services will be invoiced to the City on a monthly invoice and will be based on the rates as determined pursuant to Section 4.B.

3. CONDITION PRECEDENT

This agreement is conditioned and effective upon the Purchased Assets Closing Date as defined in the Asset Acquisition Agreement. In the event that the City does not complete the purchase of the Water Assets, this Agreement shall have no legal effect, and the parties are released from any and all duties and obligations arising from this Agreement.

4. COMPENSATION

A. BASE FEE, For the Term of this Agreement, Aqua shall receive compensation from the City for the performance of services by Aqua as follows:

Fixed Base Fee: \$12,000.00 per month
Additional Services: As determined by the parties

B. REIMBURSABLE COSTS

- a. In addition to the Base Fee, Aqua shall be entitled to reimbursement for costs outside the ordinary course of business and scope of services expressly provided within this Agreement that it incurs on behalf of the City, including but not limited to the Additional Services. Such costs shall be reimbursable to Aqua on a cost-plus 10% basis, upon the submission by Aqua to the City of an invoice or other documentation of such costs.
- b. The use of outside contractors requires advance approval in writing by the City. If Aqua engages an outside contractor for the purposes of this Agreement without written approval by the City, Aqua agrees that it will not charge the City for that cost.

C. NOT-TO-EXCEED AMOUNT The total compensation under this Agreement for the sum of the Base Fee and any Reimbursable Costs shall not exceed \$110,000.

Aqua shall invoice the City monthly for the above costs. City shall pay the invoiced amount within thirty (30) days of receipt. All late payments shall carry an interest rate of the lesser of 0.5% or the greatest amount allowed by law.

5. COOPERATION

City and Aqua desire to create a limited-term contract that will ensure a seamless transition of ownership of the Southwest Water System. During the term of this Agreement, the parties shall cooperate in good faith to share relevant information as reasonably required to ensure efficient and effective management and operation of the Southwest Water System. The parties agree that the Introduction Section of this Agreement adequately describes the Southwest Water System.

For the efficient administration of this Agreement, the City shall designate a representative who can authorize work under the terms of this Agreement. Aqua shall also appoint an individual as its primary contact for this Agreement, and that person shall be responsible for coordinating the services provided hereunder.

Aqua's services shall be done in a professional and competent manner. As part of its management services, Aqua shall provide the services of professional staff in Aqua's local, state and corporate offices to supplement the City's operation and maintenance of the Southwest Water System.

6. CITY-RETAINED RESPONSIBILITIES AND SERVICES

As the owner and operator of the Southwest Water System, the City shall retain responsibility for operation and maintenance of the Southwest Water System and retains overall responsibility for such operation and maintenance. Except for those services listed in Section 1 and any agreed to Additional Services, Aqua shall have no responsibility for operation or any other services, including, but not limited to those items described on the attached Schedule 2 – City-Retained Responsibilities unless the City and Aqua agree in writing to an alternative approach.

7. TERM

This Agreement shall begin on the Effective Date as defined in the parties' Asset Acquisition Agreement and ending no sooner than six (6) months after the Effective Date with the option, at the sole discretion of the City, of a month-by-month extension for an additional three (3) months, to end no later than nine (9) months after the Effective Date. The City shall notify Aqua in writing at least 30 days before the initial expiration of this Agreement if it intends to extend the Agreement.

8. ASSIGNMENT AND DELEGATION

Either party may assign or delegate their rights or duties to an affiliated entity under common ownership or control with the entity, or in the case of Aqua such an affiliated entity that acquires ownership or control of all or substantially all of the stock or sewer assets of Aqua, and provides sewer service in the Southwest Sewer System. Other than stated herein, the parties agree that the rights under this Agreement cannot be assigned and any such purported assignment of rights is void. Any delegation of duties by Aqua in this Agreement to a third party, other than as stated herein, must have written consent by the City.

9. CANCELLATION PROVISION

A party shall have the right to cancel this Agreement for cause if the other party is in substantial breach of the Agreement and does not cure, or does not diligently proceed to cure, such breach within thirty (30) days after receiving written notice of such breach.

10. LIABILITY

Each party shall indemnify, defend and hold harmless the other against any loss, cost or liability, including judgments and attorney fees and costs arising from the subject litigation, resulting from but only to the extent caused by the indemnifying party's negligence or intentional wrongs regarding the Southwest Water System. The City's indemnification shall include, without limitation, design failures in and inadequate inspection of projects and installations under the control of the City's engineers, and work or repairs done by employees or contractors of the City. To the extent any Party may raise an immunity or affirmative defense to any indemnification obligation, the other Party shall be contractually entitled to such defense to the same and fullest extent as the other Party. Notwithstanding any other provisions of this Agreement, any Parties' total liability for any loss or damages from claims arising out of or in connection with this Agreement from any cause, including but not limited to negligence, strict liability, breach of contract or professional negligence, errors and omissions shall not exceed the total Fixed Base Fee to be paid over the term of this contract. In no event shall either party be liable to the other for special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the work.

11. NOTICES

Any and all notices and communications hereunder shall be in writing and delivered personally or mailed by registered or certified mail, return receipt requested.

If to the City, at: Fort Wayne City Utilities
 Attention: Director
 200 E. Berry St. Suite 270
 Fort Wayne, Indiana 46802

If to Aqua, at: Aqua Indiana, Inc.
 Attention: Thomas M. Bruns
 5750 Castle Creek Parkway, Suite 314
 Indianapolis, Indiana 46250

With a copy to: Andrew Henry, Esq.
 Aqua America, Inc.
 762 W. Lancaster Avenue
 Bryn Mawr, PA 19010-3489

12. MISCELLANEOUS

This Agreement contains the entire terms and conditions between the parties relating to professional services and supersedes any prior understanding or agreement. Any change, modification or amendment to this Agreement shall be ineffective, unless in writing and executed by the parties. The covenants and conditions contained herein shall bind and inure to the benefit of the successors of the parties. Nothing herein shall give any right or remedy hereunder to any person or entity, except the parties and their successors.

13. FORCE MAJEURE

Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impossible due to circumstances beyond its reasonable control, provided that the party experiencing the delay promptly notifies the other of the delay.

Maintenance, replacement or repairs required due to flood, fire, storm, explosion, negligence by anyone other than Aqua or its agents, unlawful discharges in or out of the facility, acts of God, war or other reasons outside Aqua control are not within the scope of services provided by Aqua in this Agreement. In the event of such occurrences, Aqua may offer the City assistance in obtaining or providing Additional Services, repairs, and replacements at an additional fee, per the terms of this agreement.

14. NO THIRD PARTY BENEFICIARIES.

This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever, including any customers of the Southwest Water System

15. RELATIONSHIP OF PARTIES.

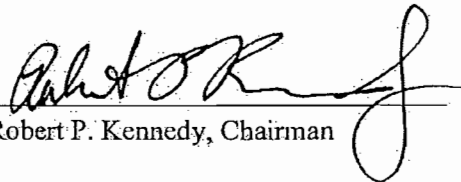
Each Party hereto understands, acknowledges, and agrees that the Contractor will not be an employee of City and Contractor shall be an independent contractor. Accordingly, the Parties understand, acknowledge, and agree as follows: (i) City shall have no obligation to withhold any tax for any Consulting Fees paid to the Contractor; (ii) the Contractor shall have no authority to bind City; (iii) the Contractor shall have complete authority with regard to the manner in which the Contractor performs the Services; and (iv) otherwise subject to the terms and conditions of this Agreement, City shall have no authority or control with respect to the hours worked by the Contractor, except that Contractor's services hereunder may require access to certain personnel or places available only at specific times.

16. GOVERNING LAW

This Agreement shall be subject to, governed by and interpreted in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first written below.

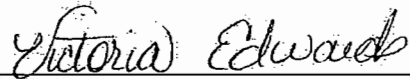
CITY OF FORT WAYNE ("CITY")
Board of Public Works

By: 
Robert P. Kennedy, Chairman

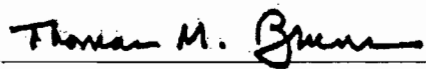
By: 
Mike Avila, Member

By: _____
Kumar Menon, Member

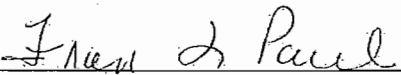
Date: 4/23/14

Attest: 

AQUA INDIANA, INC. ("AQUA")

By: 
Thomas M. Bruns, President

Date: April 22, 2014

Attest: 

SCHEDULE 1 - BASIC SERVICES

As the owner and operator of the Southwest Water System the City shall retain responsibility for all operation, maintenance and capital improvements of or related to the Southwest Water System, including the primary duty and responsibility to perform the functions herein. It is understood that Aqua's role shall be to provide assistance and advice in the transition and performance of the functions listed in Sections 1, 2 and 5 of this Schedule 1 and that Aqua shall not be responsible for the actual performance of such functions. Aqua shall provide the Basic Services with information readily available to Aqua and Aqua shall not be responsible for obtaining any information not readily available to it nor does Aqua make any representation or guarantee as to the content of any such information. Except as stated herein and any agreed to Additional Services, Aqua shall have no responsibility for operation, maintenance or any other services, including, but not limited to those items described on the attached Schedule 2 – City-Retained Responsibilities - unless the City and Aqua agree in writing to an alternative approach.

The City and Aqua agree that the Base Fee includes the following listed items to be provided by Aqua to the City, as directed by the City:

1. Assistance for troubleshooting problems including but not limited to:
 - a) Accounting
 - b) Billing
 - c) Regulatory matters before the Indiana Department of Environmental Management (IDEM), Indiana Utility Regulatory Commission (IURC), Indiana Department of Natural Resources (IDNR), U.S. Department of Environmental Protection (EPA)
 - d) Customer service for the Southwest Water System
 - e) Gaining and obtaining institutional knowledge of Aqua staff
2. Assistance including but not limited to:
 - a) Reviewing planning and design routings for proposed projects potentially in conflict with existing drinking water facilities.
 - b) Attending meetings with City Utilities employees and representatives.
 - c) Provide indexed, catalogued files of the assets of the Southwest Water System, City-acquired rolling stock and other equipment, supplies and materials transitioned to the City as part of the acquisition of the Southwest Water System.
 - d) Institutional knowledge of Aqua staff.
3. Maintain a 24-hour telephone emergency response line for the City to obtain Aqua's assistance under this Agreement.
4. Dispatch qualified personnel on a timely basis per circumstances to perform the duties herein.
5. Attend neighborhood and customer meetings, Fort Wayne Board of Works and City Council meetings, as requested by City.
6. Promptly report known emergencies to designated City representative.

SCHEDULE 2 – CITY-RETAINED RESPONSIBILITIES

As the owner and operator of the Southwest Water System under this Agreement, the City retains the responsibility to operate and maintain the Southwest Water System, including but not limited to the following:

1. Provide licensed operators and support staff and operational personnel to inspect, operate and maintain the Southwest Water System .
2. Billing and customer service for the Southwest Water System.
3. Compile data and file all necessary reports with regulatory agencies.
4. Ensure compliance with all operating standards.
5. Oversight and policy making.
6. Capital planning functions.
7. Regulatory matters with IDEM, IDNR, IURC and EPA.
8. Intergovernmental or wholesale agreements for the Southwest Water System.
9. Debt financing and debt service.
10. Acquisition of real estate and easements including eminent domain and condemnation.
11. Employee or personnel decisions or matters.
12. Engineering services and functions.
13. Performance or payment of any capital improvements or expenses of any kind.
14. Performance or payment of maintenance and repair of facilities.
15. The actual procuring, modifying or amending of permits or other authorizations.

In the event that the City asks for Aqua's assistance on any of these matters, as provided in Schedule 1, Aqua agrees to defer to the City's judgment and decision-making authority (but nothing herein shall require Aqua or its personnel to affirmatively endorse any matter with which, Aqua in its professional judgment shall disagree, nor shall any Aqua personnel be required to take any action which they reasonably believe would violate any professional rules or certifications or laws or regulations).

EXHIBIT 4.12

OPERATIONS AGREEMENT

**OPERATIONS AGREEMENT
BETWEEN
CITY OF FORT WAYNE
AND
AQUA INDIANA, INC.**

**OPERATIONS AGREEMENT
BETWEEN
CITY OF FORT WAYNE
AND
AQUA INDIANA, INC.**

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**OPERATIONS AGREEMENT
BETWEEN
CITY OF FORT WAYNE
AND
AQUA INDIANA, INC.**

THIS OPERATIONS AGREEMENT (hereinafter referred to as "Agreement") entered into this ____ day of _____, 2014, by and between and **CITY OF FORT WAYNE, INDIANA**, a municipal corporation, of the State of Indiana (hereinafter referred to as "City") and **AQUA INDIANA, INC.**, a for-profit corporation organized under the laws of the State of Indiana (hereinafter referred to as "Aqua"). Aqua and City are herein referred to as "party" or collectively as "parties."

WITNESSETH THAT:

WHEREAS, Utility Center, Inc. d/b/a Aqua Indiana, Inc., intends to sell and the City intends to purchase a water utility located in southwest Allen County (the "Southwest Water System") pursuant to the terms and conditions of a certain Utility System Asset Acquisition Agreement dated May ____, 2014 ("AAA"); and

WHEREAS, Aqua is an affiliate of Utility Center, Inc. d/b/a Aqua Indiana, Inc. and, following the Purchased Assets Closing Date pursuant to the AAA, will own and operate a sewer utility located in southwest Allen County (the "Southwest Sewer System") (collectively the Southwest Water System and Sewer System are referred to as the "Utility System");

NOW THEREFORE, in consideration of the above and foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

These words and phrases shall have the following meaning:

Certificate of Territorial Authority: Authorization from IURC to permit an investor-owned or not-for-profit public sewer utility to provide sewer customers within the designated area.

Utility System Asset Acquisition Agreement. (the "AAA"): The agreement between the parties that facilitates the City's purchase of the Southwest Water System from Aqua.

Water Account: Service location of a Public Water System serviced by a water meter in the City System and where the City collects Consumption Data.

Public Water System: As defined in 170 Indiana Administrative Code §6-1-1(h).

Business Day: A day when the City Utilities Customer Relations Center is open to the public. Any times listed in this Agreement in association with Business Days are for Fort Wayne time.

Common Council: The City of Fort Wayne Common Council.

Sewer Account: Service location of sanitary sewer service served by the Southwest Sewer System as defined herein.

IURC: Indiana Utility Regulatory Commission or its successor agency.

Dual Account: Service location of a customer who receives both potable water service from the City System and sanitary sewer service from the Sewer System.

Consumption Data: Data gathered to measure the amount of water used by a City Water Account.

Excel File: Microsoft Excel spreadsheet file or compatible format.

Retail Shut-Off Fee: The City's generally applicable charge to turn off and restore water service due to a delinquent payment as set forth in the City rules and regulations or as otherwise promulgated by City. This does not include any fees to restore water service on the same day.

Southwest Sewer System: Sanitary sewer and wastewater collection, transmission, treatment, disposal and reuse system that Aqua owns and operates in and near southwest Allen County, Indiana.

Southwest Water System: A Public Water System owned by Aqua in southwest Allen County, Indiana, that the City intends to purchase through the AAA.

City System: The Public Water System owned by the City. The City System shall include all current and future accounts, persons or premises to which the City provides water service including but not limited to the Southwest Water System.

II. EFFECTIVE DATE

- A. The parties understand and agree that this Agreement shall become effective (hereinafter referred to as the "Effective Date") on the latest date of the following:

- a. Approval by the Fort Wayne Board of Works, the Common Council and signature by the Mayor of Fort Wayne,
 - b. Approval by Aqua's representative(s), and
 - c. The effective date of the Purchased Assets Closing as defined in the AAA.
- B. It is understood and agreed that this Agreement may also be subject to the approval of other local, state and federal agencies as may be legally required.

III. BILLING AND DISCONNECTION AGREEMENT

A. SERVICE AREAS.

This Agreement applies to present and future Dual Accounts located within the City Excluded Area as described in the AAA (Appendix R), a copy of which is included as Exhibit A-1 of this Agreement.

B. CONSUMPTION AND OTHER DATA

1. The City shall provide to Aqua the water consumption data as listed below ("Consumption Data") for each Dual Account on a monthly basis. The City shall provide Consumption Data in both in an electronic upload format and in an Excel File. The City shall provide Consumption Data for each Dual Account within fifteen (15) days after the City reads the Dual Account's water meter.
2. The Consumption Data shall be provided in an electronic format and the System Upload files will be provided in an agreed upon format (*see Exhibit A-2. – Sample Usage Reporting Data Formats*). In no event shall such format require proprietary software not in use by Aqua during this Agreement.
 - a. The record fields will contain, unless otherwise agreed upon by the Parties, the following information:
 1. Service Address: Street address of service location
 2. Billing Address: Mailing address of customer
 3. Customer name: Name of Water Account holder
 4. Customer contact phone number and e-mail, if available
 5. Water consumption as measured in gallons for the billing period
 6. Prior Read
 7. Current Read
 8. Reading Date(s)
 9. Actual reading or estimated reading
 10. Meter size

11. Serial number of meter
12. Number of dials on meter
13. Type of service (commercial, residential, etc.)

3. Additionally, the City shall provide Aqua with information required to facilitate the billing of Aqua's Southwest Sewer System in an Excel File. The City shall e-mail the Excel File to Aqua's designee within fifteen (15) days of the meter reading.

The data shall be provided as and include the information contained in the following Exhibits ("Billing Files"):

- a. Meter Read File – detailed meter information (Exhibit A-3.)
- b. Account Changes – changes to Water Account data, including transfers, terminations, move ins and move outs. (Exhibit A-4.)
- c. Adjustments – financial adjustments (Exhibit A-5.)
- d. Billing Address Update (Exhibit A-6.)

Aqua agrees to use the above data for the sole purpose of billing Sewer Accounts.

4. For each Dual Account that the City provides to Aqua 1) the information in both Sections III.B.1. and III.B.2. above and 2) an actual meter read, City will charge Aqua in accordance with the Cost Schedule for "Cost per month per meter read per Dual Account" listed in Exhibit B for each Dual Account per month. The City also shall charge Aqua in accordance with the Cost Schedule in Exhibit B for each month for the creation and transfer of the Billing Files. The City will also charge Aqua in accordance with the Cost Schedule for "Cost per each new, transferred or terminated Dual Account" listed in Exhibit B for new, transferred or terminated service of a Dual Account during each month as shown in Exhibit A-5. The City shall bill Aqua on the first day of each month for all charges due for the previous month and each account shall only be charged once in a billing period.
5. Aqua shall provide the City with the current Service Addresses of all Sewer Accounts for whom Aqua desires Consumption Data.
 - a. The Parties agree to notify the other in writing within seven (7) days of any changes to Dual Accounts, including any new accounts established for service, any, transferred accounts and any service terminations. The Parties agree to work together to properly identify Dual Accounts.

C. TERMINATION OF SERVICE

1. The parties agree that the City will shut off water service to Dual Accounts in the event a Sewer Account is delinquent in payment of Southwest Sewer System charges as provided herein. The City will reinstate water service when the Dual Account is current for Southwest Sewer System charges and, if applicable, City System charges.
2. Aqua shall be responsible for notifying the City of delinquent Sewer Accounts. The shut-off process will proceed as follows:
 - a. If a Dual Account is delinquent for both City System service and Southwest Sewer System service and eligible for water service shut-off, the City will shut off water service, per the City's shut-off rules, and will not reinstate water service until the both the Water Account and Sewer Account are current. Aqua shall notify the City of the Sewer Account's payment delinquency in writing as provided herein. The City will bill the Shut-Off Charge directly to the Water Account and not bill Aqua. Aqua agrees not to bill the Sewer Account for an applicable shut-off charges not paid by Aqua pursuant to this section.
 - b. If a Dual Account is delinquent only for Southwest Sewer System service and eligible for water shut-off for such delinquency pursuant to this Agreement, Aqua shall notify the City of the payment delinquency in writing as provided herein. The City will bill the Retail Shut-Off Fee to Aqua.
 - c. To initiate water service termination for non-payment of Southwest Sewer System charges, Aqua shall deliver to City a written request for service shut-off, together with the following information:
 1. The billing name and Service Address of the Dual Account; if premise is tenant-occupied, if known, the name and address of the landlord and the name and Service Address of the tenant;
 2. A statement that the Sewer Account remains unpaid for a period of at least sixty 60 days from the due date thereof; and
 3. A statement setting forth: (i) that Aqua has fulfilled all applicable notice and procedural steps required by law, statute, regulations or ordinances and (ii) Aqua has not received information that would make water service termination unlawful.

3. Upon receipt of the information specified under Section III.C.2(c) hereof, the City shall promptly initiate water service termination procedures and terminate service to the Water Account, in accordance with the procedures outlined in this Agreement and consistent with and pursuant to the provisions of City Utilities' tariff and IURC regulations. The City will notify Aqua in writing by 9 a.m. the next Business Day when water service for a Dual Account has been shut off because of Aqua's request.
4. Upon shut-off for non-payment of Southwest Sewer System service, the City shall bill Aqua the retail Shut-Off Fee per Dual Account shut-off plus a \$10 administrative fee ("Shut-Off Administrative Fee"), if the respective Water Account was current at the time of shut off. Aqua agrees not to seek reimbursement for the Shut-Off Administrative Fee directly from the respective Sewer Account customer. The City shall charge Aqua the retail Shut-Off Fee, as set by City ordinance, for the duration of this Agreement.

D. RESTORATION OF SERVICE

1. The Parties agree to cooperate to timely restore water service when a Dual Account becomes current on Southwest Sewer System charges. When a Southwest Sewer System customer becomes current on its Sewer Account following a water shut-off, Aqua agrees to notify the City's designee in writing of the payment as follows:
 - a. Aqua shall prior to close of business on any applicable day send to the City a report showing Dual Accounts for which service has been terminated for which Aqua received confirmed payment receipts processed in Aqua's systems as of the previous business day.
 - i. For purpose of confirmed payment receipts that have been processed in Aqua's systems, the Parties understand that Aqua's third party vendors receive payments and generate reports to Aqua for payments made to or received by such processors as of a certain time each day. Reports of such payments are transferred to Aqua by the close of business on such day. Aqua shall report to the City such payments received for any Dual Accounts terminated for delinquent sewer service payments by the close of the following business day.
 - b. In addition to sending the report in subsection a. above, Aqua agrees to maintain both a contract payment location available to Sewer Account customers in a location within Aboite Township, Allen County ("Local

Center”) and a contract phone and/or online payment processing capability for Dual Account customers no later than 30 days after the Effective Date (“Automated Centers”).

- i. The Local Center and Automated Centers will serve Sewer Accounts who have received a notice of non-payment for Southwest Sewer System service.
 - ii. The Local Center and Automated Centers shall accept credit payments from Southwest Sewer Account customers to bring their Sewer Accounts current.
 - iii. If a Dual Account customer has had City System water service shut off and brings the Sewer Account current through a payment at the Local Center or Automated Centers, such will provide the customer with a paper receipt, confirmation number or other confirmation of payment that the Sewer Account is current (“Proof of Payment”).
 - iv. The Dual Account customer may call and notify Aqua by phone of such Proof of Payment in full and request from Aqua a restoration of service as applicable
 - v. Aqua shall provide notification to the City of any such payment and request within one-hundred and twenty (120) minutes of any such Dual Account’s notice to Aqua made between 8:30 a.m. and 2:15 p.m. on a Business Day. If such notice is made to Aqua prior to 8:30 a.m. or after 2:15 p.m. on a Business Day, Aqua agrees to notify the City’s designee in writing no later than 10 a.m. the next Business Day in the event that water service for a Dual Account has been shut off.
2. To have City System service restored, the parties agree that the Dual Account customer must be current on both the Water Account and Sewer Account. The City agrees to restore service, per the City’s service restoration procedures including same-day restoration, upon receiving notification from Aqua of payment for Southwest Sewer System charges and a request from the Dual Account holder. Any Dual Account holder, after the Sewer and/or Water Accounts are current, must notify the City, via the Customer Relations Center, to schedule water service restoration. The City will not restore water service without notification by both the Dual Account customer and written

notification, including but not limited to text, facsimile or e-mail, from Aqua if the Sewer and Water accounts were delinquent.

The parties agree that any fees for same-day water service restoration will be charged directly to the Water Account and will appear on the City's bill.

IV. SOUTHWEST SANITARY SEWER COOPERATION, PLANNING

(A) As set forth and required in the AAA, Aqua shall provide the City with a copy of the final updated sanitary sewer master plan once it is completed, but in no event later than twelve (12) months after the Purchased Assets Closing Date

(B) The Parties agree that the terms provided in Section 4.12(C) of the AAA shall constitute the Sanitary Sewer Boundary Agreement (the "**Boundary Agreement**") to be effective upon consummation of the Purchased Assets Closing, and shall be deemed approved and sanctioned by the IURC upon the IURC's approval of this Agreement and the sale and transfer by Seller of the Southwest Water System and the Purchased Assets to the City. The boundaries for the area that shall be the subject of the Boundary Agreement are shown in **Appendix A-1** of this Agreement.

(1) The City shall not oppose, interfere in or interrupt any effort by Seller to obtain a certificate of territorial authority within the area marked as "City Excluded Area" in Appendix A-1 to this Agreement. Further, as set forth and required in the AAA, City shall not expand sanitary sewer facilities within the area marked "City Excluded Area" in Appendix A-1 for a period of twenty (20) years after the Purchased Assets Closing Date. Notwithstanding the foregoing, this prohibition shall not apply to existing City facilities and the following "City Existing Projects":

- (a) Covington Dells Septic Relief Project;
- (b) Ridgewood Professional Park and Aboite Center Road/Huth Drive/Rosewood/Dicke Road Septic Relief Project; and
- (c) Westlawn Septic Relief Project.

(2) As set forth and required in the AAA, Aqua shall not, for a period of twenty (20) years after the Purchased Assets Closing Date, seek a Certificate of Territorial Authority or provide sewer service to areas of Allen County, Indiana, marked "Aqua Excluded Area" in **Appendix A-1**. Notwithstanding the above, this prohibition shall not apply to existing Seller facilities and the following "Aqua Existing Projects":

- (a) Covington Club Condominiums; and
- (b) Fort Wayne Country Club.

(C) As set forth and required in the AAA, City shall not initiate or prosecute any condemnation proceedings against the Southwest Sewer System prior to five (5) years after

the Purchased Assets Closing Date, except in the event of (i) the insolvency or bankruptcy of Seller or its successors and assigns; (ii) the entry of a final and unappealable court order that Seller or its successors or assigns have materially violated a state or federal law; or (iii) the entry of a final and unappealable administrative order that Seller or its successors or assigns is a "troubled utility" under Indiana law.

(D) City and Aqua intend that this Section IV shall be deemed to give effect to the provisions of Sections 4.12(A), 4.12(B), 4.12(C) and 4.12(D) of the AAA and shall create no greater right and impose no greater burden than as set forth in the AAA.

V. INFRASTRUCTURE IMPROVEMENT ASSISTANCE

A. As set forth and required in Section 4.13 of the AAA, Aqua shall assist the City with certain infrastructure and environmental improvement initiatives that are intended to provide benefits to both the City and Aqua.

B. Aqua may seek reimbursement of such contributions as recoverable costs in Aqua's approved sewer rates from time to time and the City agrees not to contest Aqua's application for reimbursement.

C. Aqua's obligation to participate in these initiatives is conditioned upon all of Aqua's costs being recoverable through the IURC ratemaking policies and procedures. The certain initiatives are limited to the following two (2) items:

1. Aqua shall become a full member in Greater Fort Wayne, Inc., or its successor. This full membership shall continue for the lesser of twenty (20) years, or such time as Aqua no longer owns the Southwest Sewer System.
2. Aqua shall provide at least Twenty-Five Thousand Dollars (\$25,000) per year to be exclusively earmarked by Aqua for Aqua's own sanitary sewer related infrastructure to be used as customer incentives for City-approved (with such City approval not to be unreasonably withheld or delayed) infrastructure improvements or septic system elimination projects initiated or directed by the City (with reasonable prior notice to Aqua) and located in Aqua's service area. This provision shall continue for the lesser of twenty (20) years, or such time as Aqua no longer owns the Southwest Sewer System.

D. City and Aqua intend that this Section V shall be deemed to give effect to the provisions of Section 4.13 of the AAA and shall create no greater right and impose no greater burden than as set forth in the AAA.

VI. ASSURANCE OF AQUA RATE STABILIZATION

As set forth and required in Section 4.15 of the AAA, Aqua agrees to the following for rate increase requests to the IURC or its successor agency:

1. Aqua will not file for a rate increase in 2014 or 2015 for the Southwest Sewer System.
2. Prior to filing for any rate increases for the Southwest Sewer System, Aqua will appear before the Common Council of the City of Fort Wayne to describe the rate increase and the justification for the rate increase prior to filing a rate increase request with the IURC. The parties acknowledge and agree that this Agreement does not require Common Council approval for such rate increases which are not prohibited by this Agreement.
3. Nothing in this Paragraph precludes the City from intervening and participating in any IURC proceeding involving an Aqua rate increase.
4. City and Aqua intend that this Section VI shall be deemed to give effect to the provisions of Section 4.15 of the AAA and, except to the extent specifically set forth herein, shall create no greater right and impose no greater burden than as set forth in the AAA.

VII. METER CONVERSIONS

- A. Aqua shall upgrade up to 3,000 non-Automatic Meter Reading (AMR) water meters, sized 1" and less, to AMR capabilities such that the Southwest Water System is substantially drive-by radio read capable at or before the Purchased Assets Closing Date. City will reimburse Aqua its costs to upgrade the AMR capability of the Southwest Water System. Such costs will be submitted to the City and pre-approved by the City in writing prior to installation, which approval shall not be unreasonably withheld, conditioned or delayed.
- B. In addition to the upgrades set forth in Section VII.A., to the extent that time and Aqua resources are available, City may request certain large meter upgrades of Aqua; with compensation to be agreed to in advance. City will reimburse Aqua for the cost of such agreed large meter upgrades. Aqua shall submit such costs to City and City shall approve such costs in writing prior to the performance of any work, with such approval not to be unreasonably withheld, conditioned or delayed.
- C. Aqua will provide all the materials, perform or contract for all the upgrade labor.
- D. Aqua will update their billing records to reflect any conversions or upgrades hereunder.
- E. Aqua shall invoice City once a month for all work performed under this section and may send such invoices by U.S. Mail or electronic mail. The City agrees to pay all bills submitted hereunder within thirty (30) days of receipt. All amounts outstanding shall carry an interest rate of 0.5% per month or the greatest rate permitted by applicable law, whichever is less.

F. City shall assist Aqua in meter conversions or upgrades hereunder.

G. In the event that the sale of the Southwest Water System to the City does not occur by December 31, 2015, Aqua shall keep and benefit from the meter upgrade and refund back to City by December 31, 2015 all payments made by City for this upgrade effort.

VIII. MISCELLANEOUS

A. Notices and Invoices.

1. Except for required written notices of payment, any notices required under this Agreement shall be served by certified mail, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party.

2. Invoicing under this Agreement shall be served by first class mail addressed to the other party at the address on file.

3. At the Effective Date of this Agreement, Aqua's address is: Aqua Indiana, Inc., Attention of the President, 5750 Castle Creek Parkway N. Dr. Suite 314, Indianapolis, Indiana 46250.

4. At the Effective Date of this Agreement, the City's address is: Fort Wayne City Utilities, Attention of the Director, 200 E. Berry St. Suite 270, Fort Wayne, Indiana 46802.

B. Term of Agreement, Renewals.

1. Original Term. This Agreement shall continue in full force and effect for twenty (20) consecutive years starting on the Effective Date.

2. Agreement Renewal. This Agreement does not renew automatically. An extension or renewal will only occur if the parties agree in writing to such terms and conditions. The parties agree to negotiate a request for an extension or renewal in good faith.

C. Amendments.

1. Written Mutual Consent. Written amendments to the Agreement executed and approved by the parties shall be the only recognized changes to the Agreement. Verbal modifications do not constitute a legally binding amendment. The parties shall have up to six (6) months to negotiate in good faith the proposed amendments to the Agreement. In the event that the parties do not reach

agreement on the proposed amendments, the Agreement provisions herein will remain in force.

2. Notice. In the event a party wishes to amend the Agreement, that party shall send written notice in accordance with Section VIII.A. hereof to the other party and include the following

- a) Desire of party to discuss and amend;
- b) List of subject portions of the Agreement; and
- c) Description of relief or change desired.

D. Change of Conditions or Legal Environment.

1. If a party believes there has been a material change in conditions or legal regulations applicable to the Agreement, the Agreement terms and conditions may be renegotiated in good faith to reflect the effect of such change.

2. Such a request must be initiated by a notice provided from a party to the other in accordance with Section VIII.A. hereof that includes the following

- a) Desire of party to discuss and renegotiate,
- b) Description of substantial change in conditions; and
- c) Description of conceptual relief or change desired.

E. Termination by Both Parties.

This Agreement may be terminated in writing with agreement by both parties.

F. Successors and Assignment.

1. This Agreement is binding upon and shall inure to the benefit of City, Aqua and their successor and assigns.

2. Either party may assign or delegate their rights or duties to an affiliated entity under common ownership or control with the entity, or in the case of Aqua such an affiliated entity that acquires ownership or control of all or substantially all of the stock or sewer assets of Aqua, and provides sewer service in the Sewer System. Other than stated herein, assignment or delegation of this Agreement requires written notice to the other party of its intent to assign rights or delegate

duties to a third party and written assent by the other party to the assignment or delegation.

G. Remedies.

If either party fails to meet their respective obligation(s) under this Agreement, the aggrieved party shall provide a written notice of default to the defaulting party and provide a reasonable opportunity to cure.

In addition to any remedies that may be available at law, temporary, preliminary and permanent injunctive relief may be granted to enforce any provision of this Agreement in the event of an actual breach or violation, or a threatened breach or violation, of any restriction or covenant under this Agreement.

H. Severability.

Invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision in this Agreement.

I. Waiver.

The failure of either party to exercise any right or power given hereunder or insist upon strict compliance with any obligation specified herein shall not constitute waiver of such party's rights to demand exact compliance with the terms hereof.

J. Headings.

The headings to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

K. No Third Party Beneficiary.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

L. Applicable Law.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana.

[Remainder of this page left intentionally blank, signature page follows]

[Signature page to Operations Agreement]

CITY OF FORT WAYNE ("CITY")

By: _____

ATTEST:

Printed: Kumar Menon

Title: Director, City Utilities

Date: _____

AQUA INDIANA, INC. ("AQUA")

By: _____

ATTEST:

Printed: Thomas M. Bruns

Title: President

Date: _____

Exhibit A.

Boundary Map and Sample Report Formats

A-1: Sanitary Sewer Boundary: Aqua and City (from Appendix R Schedule of Sanitary Sewer Boundary (page S-1) of the US AAA).

A-2: Sample Usage Reporting Data Formats

A-3: Sample Detailed Meter Information

A-4: Sample Changes to Water Account Data

A-5: Sample Financial Adjustments

A-6: Sample Billing Address Update

Exhibit A-1

Boundary Agreement Area

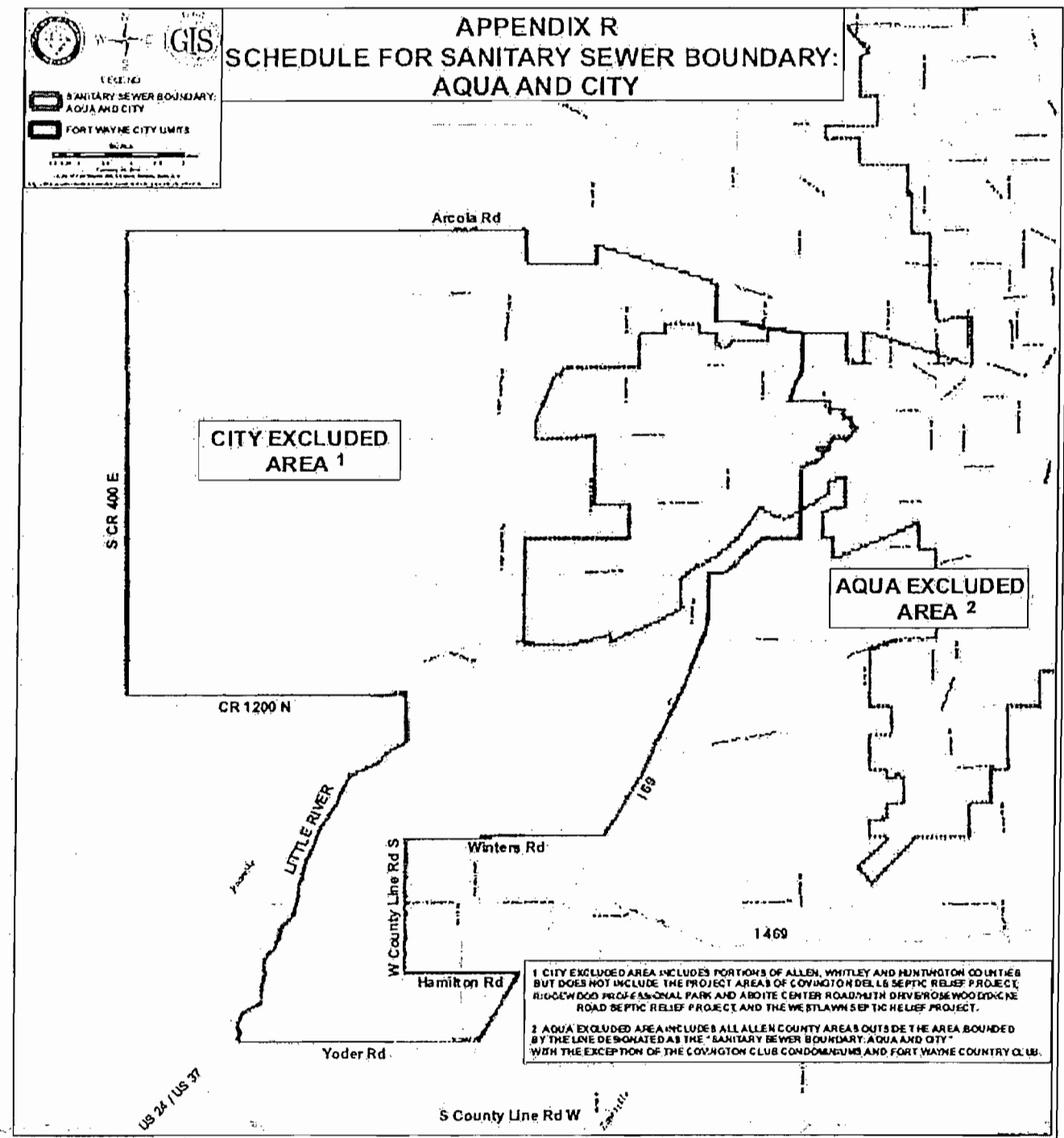


Exhibit A-2

Sample Usage Reporting Data Formats

Record formats 1, 2 and 3 are 80 byte records

Record format 4 is a 96 byte record

RECORD FORMAT = 01

Position	Field	Description
01 - 12	Water Co.'s Premises Number	12
13 - 31	CUSTOMER NAME	19
32 - 35	House Number	4
36 - 52	Street Name	17
53 - 59	WATER USAGE 1ST QTR	7
60 - 66	WATER USAGE 2ND QTR	7
67 - 73	WATER USAGE 3RD QTR	7
74 - 80	WATER USAGE 4TH QTR	7

RECORD FORMAT = 02

Position	Field	Description
01 - 12	Water Co.'s Premises number	12
13 - 16	BLANK	4
17 - 35	Water Co.'s Customer's Name	19
36 - 39	HOUSE NUMBER	4
40 - 56	STREET NAME	17
57 - 62	WATER USAGE 1ST QTR	6
63 - 68	WATER USAGE 2ND QTR	6
69 - 74	WATER USAGE 3RD QTR	6
75 - 80	WATER USAGE 4TH QTR	6

RECORD FORMAT = 03

Position	Field	Description
01 - 12	Water Co.'s Premises Number	12
13 - 16	House Number	4
17 - 37	Street Name	21
38 - 43	READ DATE	6
44 - 52	METER READING	9
53 - 59	WATER USAGE 1ST QTR	7
60 - 66	WATER USAGE 2ND QTR	7
67 - 73	WATER USAGE 3RD QTR	7
74 - 80	WATER USAGE 4TH QTR	7

Meter Read File – Detailed Meter Information

District	Customer	Premises								SVC	SVC	Meter	Meter Read
Code	No.	No.	First Name	Last Name	Premises Address	City	State	Zip Code	SVC Status	Category	Type	Route	Seq
MA	1391147	1037924				MASURY	OH	44438	A	WTR	RSM1	6513	8620
MA	1406071	1041778				MASURY	OH	44438	A	WTR	RSM	6513	7530
MA	1412749	1049801				MASURY	OH	44438	A	WTR	CM11	6513	1060
MA	1543496	1090035				MASURY	OH	44438	A	WTR	CM11	6513	450
MA	1680044	1138201				MASURY	OH	44438	A	WTR	RSM1	6513	1430

Previous	Previous	Previous	Previous	Curr.	Curr.	Curr.	Curr.	Curr. Read		Days of	Meter	Meter		No of	Read
Read Date	Read	Consumption	Read Type	Read Date	Read	Consumption	Type	Multiple	SVC	U of h	Mfg	Serial No	Meter Size	Dial	Method
08-FEB-13	1511	20	A	11-MAR-13	1533	22	A	1	31	HG	R	67907095	5/8"	5	RF
08-FEB-13	4016	71	A	11-MAR-13	4088	72	A	1	31	HG	R	67906753	5/8"	5	RF
08-FEB-13	11	0	A	11-MAR-13	12	1	A	1	31	HG	R	67906893	5/8"	5	RF
08-FEB-13	1014	21	A	11-MAR-13	1042	28	A	1	31	HG	S	68221326	5/8"	5	RF
08-FEB-13	283	5	A	11-MAR-13	289	6	A	1	31	HG	R	72163740	5/8"	5	RF

Exhibit A-4

Account Changes – Changes to Water Account Data

District Code	Customer No.	Premises No.	First Name	Last Name	Premises Address	Unit Type	Unit No.	City	State	Zip Code	SVC Status	Action Code	Reason Code
MA	1672429	756671									A	IN	C
MA	1672429	756671						SHARON	PA	16146	A	MBCA	A
MA	1672429	756671						SHARON	PA	16146	A	MBCA	ER
MA	1219029	894723						MASURY	OH	44438	A	IN	X
MA	1219029	894723						MASURY	OH	44438	A	MBCA	
MA	1219029	894723						MASURY	OH	44438	A	OUT	X
MA	1219329	894779						MASURY	OH	44439	A	IN	C

Reading	Read Type	Consumption	Adjustment	Days Of Srvc	Multiplier	U of M	Meter Serial No.	Meter Size	Service Code	Read Method	ERT 1	ERT 2	Cancel Date	Cancel Code	Cancel Description
8692	A				1	HG	65632132	5/8"	WTR	RF	22836456		26-MAR-13	NVOT	Cancel Only
8692	A	55	-55	32	1	HG	65632132	5/8"	WTR	RF	22836456		20-FEB-13	RATP	Cancel Only
8892	E	0	0	29	1	HG	65632132	5/8"	WTR	RF	22836456		14-MAR-13	ESTS	Cancel Only
1	A				1	HG	74732450	5/8"	WTR	RF	29770605				
574	E	23	-23	30	1	HG	72006315	5/8"	WTR	RF	29770605		11-MAR-13	EXCP	Cancel Only
565	A	0		3	1	HG	72006315	5/8"	WTR	RF	29770605				
902	A				1	HG	71609040	5/8"	WTR	RF	27153838				

Meter Route	Meter Read Seq	Billing Street Address	Billing Unit Type & No.	Billing Address Line 2	Billing Address Line 3	Billing Address Line 4	Billing City	Billing State
9013	6805							
9013	6805							
9013	6805							

Exhibit A-5

Adjustments – Financial Adjustments

‘Adjustments’ File to contain the following data:

District Code | Customer Number | Premise Number | Customer first name | Customer last name | Premise Address

Unit Type | Unit No. | City, State Zip | Service Status | Adjustment Code | Adjustment Date | Adjustment Amount

Reason Code | Reason Description | Meter Route | Read Sequence | Billing Street Address

Billing Unit Type & No. | Billing Address Line 2 | Billing Address Line 3 | Billing Address Line 4

Billing City, State Zip

***Transition Team can work through the details of this file layout to further define the requirements.**

Exhibit A-6 Billing Address Update

(This exhibit is depicted in 3 parts and in production is actually as 40 column spreadsheet.)

District Code	Customer No.	Premises No.	SVC Status	First Name	Last Name	Billing Street Address	Unit Type	Unit No.	Billing Address Line 2
MA	1419095	894790	I						
MA	1419095	894790	I						
MA	1219464	895050	A						
MA	1219464	895050	A						
MA	1219504	895085	A						
MA	1219504	895085	A						
MA	1219510	895090	I						
MA	1219510	895090	I						
MA	1666305	895187	I						
MA	1219510	895253	I						

Billing Address Line 3	Billing Address Line 4	Billing City	Billing State	Billing Zip	From Date	To Date	Activity Date	Meter Route
		HERMITAGE	PA	16148	21-JAN-13		21-JAN-13	6513
		MASURY	OH	44438	08-OCT-09	20-JAN-13	21-JAN-13	6513
		MASURY	OH	44438	23-JAN-13		22-JAN-13	6513
		MASURY	OH	44438	27-JUL-01	22-JAN-13	22-JAN-13	6513
		BROOKFIELD	OH	44438	01-JAN-65	19-FEB-13	19-FEB-13	6513
		HUBBARD	OH	44438	20-FEB-13		19-FEB-13	6513
		MASURY	OH	44438	05-NOV-12	22-JAN-13	22-JAN-13	6513
		MASURY	OH	44438	24-JAN-13		22-JAN-13	6513
		LOWELLVILLE	OH	44436	29-JAN-13		29-JAN-13	6513
		MASURY	OH	44438	05-NOV-12	22-JAN-13	22-JAN-13	6513

Exhibit A-2

Sample Usage Reporting Data Formats

Record formats 1, 2 and 3 are 80 byte records

Record format 4 is a 96 byte record

RECORD FORMAT = 01

Position	Field	Description
01 - 12	Water Co.'s Premises Number	12
13 - 31	CUSTOMER NAME	19
32 - 35	House Number	4
36 - 52	Street Name	17
53 - 59	WATER USAGE 1ST QTR	7
60 - 66	WATER USAGE 2ND QTR	7
67 - 73	WATER USAGE 3RD QTR	7
74 - 80	WATER USAGE 4TH QTR	7

RECORD FORMAT = 02

Position	Field	Description
01 - 12	Water Co.'s Premises number	12
13 - 16	BLANK	4
17 - 35	Water Co.'s Customer's Name	19
36 - 39	HOUSE NUMBER	4
40 - 56	STREET NAME	17
57 - 62	WATER USAGE 1ST QTR	6
63 - 68	WATER USAGE 2ND QTR	6
69 - 74	WATER USAGE 3RD QTR	6
75 - 80	WATER USAGE 4TH QTR	6

RECORD FORMAT = 03

Position	Field	Description
01 - 12	Water Co.'s Premises Number	12
13 - 16	House Number	4
17 - 37	Street Name	21
38 - 43	READ DATE	6
44 - 52	METER READING	9
53 - 59	WATER USAGE 1ST QTR	7
60 - 66	WATER USAGE 2ND QTR	7
67 - 73	WATER USAGE 3RD QTR	7
74 - 80	WATER USAGE 4TH QTR	7

Exhibit A-3

Meter Read File – Detailed Meter Information

(This exhibit is depicted below in 3 parts and in production is actually as 40 column spreadsheet.)

District Code	Customer No.	Premises No.	First Name	Last Name	Premises Address	City	State	Zip Code	SVC Status	SVC Category	SVC Type	Meter Route	Meter Read Seq
MA	1391147	1037924				MASURY	OH	44438	A	WTR	RSM1	6513	8620
MA	1406071	1041778				MASURY	OH	44438	A	WTR	RSM1	6513	7530
MA	1412749	1049801				MASURY	OH	44438	A	WTR	CMM1	6513	1060
MA	1543496	1090035				MASURY	OH	44438	A	WTR	CMM1	6513	450
MA	1680044	1138201				MASURY	OH	44438	A	WTR	RSM1	6513	1430

Previous Read Date	Previous Read	Previous Consumption	Previous Read Type	Curr. Read Date	Curr. Read	Curr. Consumption	Curr. Read Type	Multiplied	Days of SVC	U of I	Meter Mfg.	Meter Serial No.	Meter Size	No of Dial	Read Method
08-FEB-13	1511	20	A	11-MAR-13	1533	22	A	1	31	HG	R	67907095	5/8"	5	RF
08-FEB-13	4016	71	A	11-MAR-13	4088	72	A	1	31	HG	R	67906753	5/8"	5	RF
08-FEB-13	11	0	A	11-MAR-13	12	1	A	1	31	HG	R	67906893	5/8"	5	RF
08-FEB-13	1014	21	A	11-MAR-13	1042	28	A	1	31	HG	S	68221326	5/8"	5	RF
08-FEB-13	283	5	A	11-MAR-13	289	6	A	1	31	HG	R	72163740	5/8"	5	RF

Exhibit A-4

Account Changes – Changes to Water Account Data

District	Customer	Premises	Unit	Unit								SVC	Action	Reason
Code	No.	No.	First Name	Last Name	Premises Address	Type	No.	City	State	Zip Code		Status	Code	Code
MA	1672429	756671										A	IN	C
MA	1672429	756671						SHARON	PA	16146		A	MBCA	A
MA	1672429	756671						SHARON	PA	16146		A	MBCA	ER
MA	1219029	894723						MASURY	OH	44438		A	IN	X
MA	1219029	894723						MASURY	OH	44438		A	MBCA	
MA	1219029	894723						MASURY	OH	44438		A	OUT	X
MA	1219329	894779						MASURY	OH	44439		A	IN	C

Read		Days Of				Meter Serial	Meter	Service	Read	Cancel		Cancel	Cancel		
Reading	Type	Consumption	Adjustment	Srv	Multiplier	U of M	No.	Size	Code	Method	ERT 1	ERT 2	Date	Code	Description
8692	A				1	HG	65632132	5/8"	WTR	RF	22836456		26-MAR-13	MVOT	Cancel Only
8692	A	55	-55	32	1	HG	65632132	5/8"	WTR	RF	22836456		20-FEB-13	RATP	Cancel Only
8892	E	0	0	29	1	HG	65632132	5/8"	WTR	RF	22836456		14-MAR-13	ESTS	Cancel Only
1	A				1	HG	74732450	5/8"	WTR	RF	29770605				
574	E	23	-23	30	1	HG	72006315	5/8"	WTR	RF	29770605		11-MAR-13	EXCP	Cancel Only
565	A	0		3	1	HG	72006315	5/8"	WTR	RF	29770605				
902	A				1	HG	71609040	5/8"	WTR	RF	27153838				

Meter	Meter Read														
Route	Seq	Billing Street Address	Billing Unit Type & No.	Billing Address Line 2	Billing Address Line 3	Billing Address Line 4	Billing City	Billing State							
9013	6805														
9013	6805														
9013	6805														

Exhibit A-5

Adjustments – Financial Adjustments

[To Be Added]

Exhibit A-6 Billing Address Update

(This exhibit is depicted in 3 parts and in production is actually as 40 column spreadsheet.)

District Code	Customer No.	Premises No.	SVC Status	First Name	Last Name	Billing Street Address	Unit Type	Unit No.	Billing Address Line 2
MA	1419095	894790	I						
MA	1419095	894790	I						
MA	1219464	895050	A						
MA	1219464	895050	A						
MA	1219504	895085	A						
MA	1219504	895085	A						
MA	1219510	895090	I						
MA	1219510	895090	I						
MA	1666305	895187	I						
MA	1219510	895253	I						

Billing Address Line 3	Billing Address Line 4	Billing City	Billing State	Billing Zip	From Date	To Date	Activity Date	Meter Route
		HERMITAGE	PA	16148	21-JAN-13		21-JAN-13	6513
		MASURY	OH	44438	08-OCT-09	20-JAN-13	21-JAN-13	6513
		MASURY	OH	44438	23-JAN-13		22-JAN-13	6513
		MASURY	OH	44438	27-JUL-01	22-JAN-13	22-JAN-13	6513
		BROOKFIELD	OH	44438	01-JAN-65	19-FEB-13	19-FEB-13	6513
		HUBBARD	OH	44438	20-FEB-13		19-FEB-13	6513
		MASURY	OH	44438	05-NOV-12	22-JAN-13	22-JAN-13	6513
		MASURY	OH	44438	24-JAN-13		22-JAN-13	6513
		LOWELLVILLE	OH	44436	29-JAN-13		29-JAN-13	6513
		MASURY	OH	44438	05-NOV-12	22-JAN-13	22-JAN-13	6513

Exhibit B

Cost Schedule

Cost per month per meter read per Dual Account

Year 1 to and including Year 4	\$0.30
Year 5 to and including Year 9	\$0.50
Year 10 to the end of the Agreement¹	\$0.60

Cost per new, transferred or terminated Dual Account

Year 1 to and including Year 9	\$10.00
Year 10 to the end of the Agreement¹	\$20.00

¹ Starting in the tenth year of the Agreement, the City reserves the right to adjust the charges listed in this Cost Schedule annually based on the *Consumer Price Index for All Urban Consumers, United States City Average, All Items*, starting with the data from the tenth year of this Agreement.

EXHIBIT 4.14

WHOLESALE AGREEMENT

**WATER POLLUTION TREATMENT CONTRACT
BETWEEN
AQUA INDIANA, INC.
AND
THE CITY OF FORT WAYNE, INDIANA**

US 54050687.03

WATER POLLUTION TREATMENT CONTRACT
BETWEEN
AQUA INDIANA, INC.
AND
THE CITY OF FORT WAYNE, INDIANA

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**WATER POLLUTION TREATMENT CONTRACT
BETWEEN
AQUA INDIANA, INC.
AND
THE CITY OF FORT WAYNE, INDIANA**

THIS WATER POLLUTION TREATMENT CONTRACT (hereinafter referred to as "Contract") entered into this ____ day of _____, 2014, by and between **AQUA INDIANA, INC.**, a for-profit corporation organized under the laws of the State of Indiana (hereinafter referred to as "Aqua"), and **CITY OF FORT WAYNE, INDIANA**, a municipal corporation of the State of Indiana (hereinafter referred to as "City"). Aqua and City each are herein referred to as "Party" or collectively as "Parties."

WITNESSETH THAT:

WHEREAS, Utility Center, Inc. d/b/a Aqua Indiana, Inc., and City have entered into that certain Utility System Asset Acquisition Agreement dated April ____, 2014 ("AAA") and this Contract is a requirement for the consummation of the transaction described in the AAA.

WHEREAS, Aqua is an affiliate of Utility Center, Inc. d/b/a Aqua Indiana, Inc. and, following the Purchased Assets Closing Date described in the AAA, will own and operate a Water Pollution Control Plant (hereafter referred to as "Aqua's WPCP") in Allen County to treat Sewage; and

WHEREAS, City desires to send its Sewage from a portion of the City's service area to Aqua's WPCP for treatment; and

WHEREAS, Aqua will have capacity available in Aqua's WPCP to treat the portion of the City's Sewage sent to Aqua's WPCP, pursuant to the terms, provisions and limitations of this Contract; and

WHEREAS, the Parties desire to enter into a contract under which the City will convey a certain portion of its Sewage from its Sewer System into Aqua's WPCP and Aqua will accept and treat that portion of the City's Sewage pursuant to the terms, provisions and limitations of this Contract.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS.

Capitalized terms not defined in the body of this Contract or in this Section I shall have the meaning as described to them in the AAA. For all purposes of this Contract and all exhibits and schedules to this Contract, except as otherwise expressly provided, the following terms shall have the meanings assigned to them in this Section I or in the section referenced for such term in this Contract:

- A. **Connection Point.** As defined in Section II. A.
- B. **Contract Conveyance Year.** Each one year (twelve month non-calendar) period following the Initial Conveyance Date through the Original Term and Extended Term of this Contract (For example, if the Initial Conveyance Date is April 1, 2016, then the first Contract Conveyance year shall start on April 1, 2016 and continue to March 31, 2017, the second Contract Conveyance Year shall start on April 1, 2017 and continue to March 31, 2018, etc.).
- C. **Effective Date.** As defined in Section X. A.
- D. **Extended Term.** As defined in Section X.B.2.
- E. **Flow Monitoring.** The measurement of Sewage flow volume per unit time. An example includes but is not limited to flow rates such as gallons per minute or gallons per day.
- F. **IDEM.** The Indiana Department of Environmental Management, an administrative agency of the State of Indiana.
- G. **Initial Conveyance Date.** As defined in Section X. B.1.b.
- H. **Industrial User.** Any non-domestic source of Sewage that is discharged into the Sewer System. This term includes but is not limited to an Significant Industrial User.

- I. **Original Term.** As defined in Section X.B.2.
- J. **Prohibited Discharge.** A waste pollutant or other substance which is prohibited to be discharged into Aqua's WPCP or Sewer System pursuant to any and all of Aqua's operating rules and regulations ("Rules"), the City's operating rules and regulations, state or federal laws, or applicable rules and regulations of any regulatory agency having jurisdiction (collectively the "Standards"). In the event that any of the Standards set different levels of prohibition for any of the same Prohibited Discharge, the most restrictive level shall control.
- K. **Sampling.** The taking of an actual portion of the Sewage for analysis and which could occur by taking a "grab sample", which is a single aliquot taken at a single discrete point in time or a "composite sample" which is the taking of a series of samples via automatic mechanical or manual means over defined multiple time increments that are compiled for analysis pursuant to a methodology designed to produce the most accurate measurement reasonably possible under the circumstances.
- L. **Sewage.** The water-carried wastes from residences, businesses, buildings, institutions and industrial establishments, singularly or in any combination that is introduced or discharged into the City's Sewer System.
- M. **Sewer System.** The City's network of sewers and appurtenances used for the collection, conveyance and transmission of Sewage to the Connection Point.
- N. **Significant Industrial User / (SIU)** An Industrial User of the City Sewer System as defined by the City's Code of Ordinances or Rules or other applicable state or federal rules or regulations.
- O. **Strength of Waste Surcharge.** The surcharge the City imposes on Industrial Users of its Sewer System for concentration strength measurement in excess of the limits imposed by the City as provided in

the City's Code of Ordinances, Rules or other state or federal applicable rules or regulations.

P. **User.** Any domestic or non-domestic source of Sewage that is introduced or discharged into the Sewer System.

Q. **Water Pollution Control Plant (WPCP).** The arrangement of devices, structures and equipment used for treating and disposing of Sewage. The City and Aqua both own and operate WPCPs. In this Contract, Aqua's Water Pollution Control Plant refers to Aqua's Midwest Waste Water Treatment Plant, located at 6811 Engle Road, Fort Wayne IN.

II. CONNECTION OF SEWER SYSTEM.

A. The point of connection shall be the point where the City's Sewer System enters and connects to the Aqua-owned vault ("Vault") which shall be located on Aqua's WPCP ("Connection Point"). The approximate location of the Connection Point is shown on Exhibit A. The major components and further details of the Vault shall be attached hereto and incorporated herein as an amendment to Exhibit A following the execution of this Contract. The Parties agree that the details of the Vault shall be approved by each party and said approvals shall not be unreasonably withheld, conditioned or delayed.

B. The City shall be responsible for all construction of its Sewer System necessary to convey Sewage up to the Vault as shown on Exhibit A, including but not limited to all costs, expenses, capital, design, permitting, acquisition or any required easements or rights of way, and the installation and construction of any necessary pumping station(s), tank(s), pipe, controls and telemetry. The City shall own, maintain and be responsible for all components of its Sewer System up to the Connection Point.

1. Aqua shall provide the City, at no cost to the City, with an appropriate easement on the property upon which the WPCP is located for the portions of the City's Sewer System, including telemetry equipment, necessary to transmit the Sewage to the Connection Point. The

easement shall terminate automatically upon the termination of this Contract and City shall thereupon have a period of thirty (30) days to access said easement solely for the purpose of removing portions of the City Sewer System from the easement, including but not limited to City's personal property and equipment.

2. The City's design shall include flow controls and telemetry to avoid exceedances of flow limitations described in Section IX of this agreement. The City's telemetry shall be designed to permit Aqua to connect to it and transfer information from it to Aqua's control center.
 3. The City's design plans for facilities that will be constructed on Aqua property and for connection to the Vault shall be submitted to Aqua for review and approval prior to initiation of construction. Aqua agrees that such approval shall not be unreasonably withheld, conditioned or delayed.
- C. Aqua shall construct and install the Vault on the property upon which Aqua's WPCP is located. The City Sewer System shall connect to the Vault for purposes of metering and sampling of the Sewage.
1. The Vault shall include appropriate meter and sampling equipment, telemetry equipment as well as connections and meter bypass piping and valves necessary to convey the Sewage to Aqua's WPCP.
 2. Aqua shall be responsible for the design, permitting, installation and construction of the Vault and any attendant conveyance pipes and control equipment necessary to convey the Sewage from the Vault at the Connection Point to the WPCP.
 3. Aqua shall present the plans of and costs proposals for the Vault, including meter, sampling equipment, telemetry equipment and any attendant conveyance pipe and infrastructure necessary to convey the Sewage to Aqua's WPCP from the Vault, to the City for review and approval. The City agrees that such approval shall not be unreasonably withheld, conditioned or delayed. The City

will design and construct its Sewer System extension in a manner that is compatible with Aqua's Vault design, and with the capability to provide adequate pressure to deliver flow through the vault and into Aqua's equalization tank and shall present the plans for design and construction of the Sewer System extension to Aqua for Aqua's review and approval, which approval Aqua agrees shall not be unreasonably withheld, conditioned or delayed.

4. Upon completion of construction of the Vault and attendant conveyance pipe and appurtenances necessary to convey the Sewage through the Vault at the Connection Point to Aqua's WPCP and the installation of the meter and sampling equipment, the City shall pay Aqua for all costs actually paid by Aqua to third parties for such construction and installation related to such installation and construction of the Vault and any attendant conveyance pipe and appurtenances necessary to convey the Sewage through the Vault at the Connection Point to Aqua's WPCP, as well as the costs of the meter, sampling equipment, telemetry, related appurtenances and their installation. Aqua agrees to bid out the work for such construction and select a contractor or contractors which, in its best judgment, shall complete the work with the highest quality at the most competitive price.
5. Aqua shall own and maintain the Vault, meter, sampling equipment and any attendant conveyance pipe and appurtenances necessary to convey the Sewage through the Aqua owned Vault at the Connection Point to Aqua's WPCP.
6. City shall own and maintain the telemetry equipment necessary to transmit meter information back to City and to Aqua's control center.

- D. Aqua, at its sole cost and expense and except as set forth in Section E.1 immediately below, will, to the extent necessary, be solely responsible for any improvement, expansion, or permitting for Aqua's WPCP necessary to (i) accommodate the maximum average and peak flow rates of Sewage

from the City specified in Section IV of this Contract, and (ii) meet the preliminary determination of revised effluent limitations for Aqua's WPCP's NPDES permit, as described in the Indiana Department of Environmental Management's letter dated January 2, 2012, and attached to this Contract as Exhibit "B" (the "Preliminary NPDES Standards").

1. Should the improvement and expansion of Aqua's WPCP be different due to changes in the Preliminary NPDES Standards and as required by the final NPDES permit issued by the Indiana Department of Environmental Management, the City shall pay for its proportional share of the costs of such upgrades or changes in excess of the sum of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) based on the average flows or loading from the City in proportion to the total of such flows or loading of Sewage to Aqua's WPCP from all sources in the previous twelve calendar months.
2. Following the Effective Date of this Contract, should subsequent upgrades of treatment at Aqua's WPCP become necessary due to any change in the discharge limits of metals, including but not limited to cadmium, chromium, copper and lead, that are required by IDEM, the City shall pay for the proportional share of the costs of such upgrades or treatment of Aqua's WPCP based upon the average flows or loading from the City in proportion to the total of such flows or loading of Sewage to Aqua's WPCP from all sources in the previous twelve calendar months prior to such requirements being issued or promulgated.
3. Following the Effective Date of this Contract, should subsequent upgrades of treatment at Aqua's WPCP become necessary due to any other change in the discharge limits of Aqua's WPCP's NPDES permit that are required by IDEM, Aqua shall be solely responsible for such upgrades at Aqua's sole cost.

E. Except as specifically set forth in this Contract, each Party shall be responsible for the maintenance and operation of its own sewer system.

- F. Should it become necessary or desirable for the Parties to change or modify the Connection Point or to connect at a different or additional Connection Point, the Party requesting the different or additional Connection Point shall notify the other Party of its request in writing. The required change shall be subject to good faith negotiations toward approval or denial by the non-requesting party. The Requesting Party shall be responsible for construction of and costs of any such different or additional Connection Point. If no approval is given and no agreement is reached, then there shall be no change in the Connection Point.

III. CONVEYANCE AND TREATMENT OF SEWAGE.

- A. **Responsibility for Conveyance.** The City shall be solely responsible for delivery of the Sewage to the Connection Point in a form compliant with Section V through Section VIII.
- B. **Responsibility for Treatment.** Aqua shall be solely responsible for the proper treatment of Sewage received from the City and that is compliant with Sections V through VIII of this Contract at Aqua's WPCP in accordance with the laws, regulations, requirements and standards of all applicable state and federal agencies and authorities including, but not limited to IDEM, the Indiana State Department of Health and United States Environmental Protection Agency, Region 5, as is in effect as of the Effective Date and as may be amended from time to time.

IV. VOLUME AND CAPACITY.

- A. **Average and Peak Volume.** The City may convey and Aqua agrees to accept an Average Flow Rate ("Average") of 1.5 million gallons of Sewage per day (based on a 365 day annual average) but such conveyances shall not exceed a maximum of 5.0 million gallons in any 24-hour period. Instantaneous peak flow rates of more than 3,500 gallons per minute but never more than 5,250 gallons per minute shall not exceed 15 minutes in duration during any consecutive twenty four (24) hour period unless there is more than 75,000 gallons of storage available in the Aqua WPCP's equalization basin. Absent such conditions, the City

may convey up to 3500 gallons per minute for the remainder of the 24 hour period. To maximize the equalization basin volume available to the City during a wet weather event, upon request by the City and at the beginning of a wet weather event, Aqua will increase the Aqua WPCP treatment rate to peak treatment capacity as soon it is reasonably possible and within sound operating parameters, and it shall maintain the peak treatment until such time as it determines that it is no longer required. Except that during the Extended Term of this Contract such conveyances shall not exceed 3.5 million gallons in any 24-hour period, or a peak flow rate of 3,500 gallons per minute not exceeding 15 minutes in duration, unless both parties agree during planning and design of Aqua's WPCP improvements that higher flow rates are reasonable and Aqua notifies the City in writing that it is capable of receiving a flow in excess of those amounts.

- B. **Exceedances.** No Exceedance Charges shall be assessed for exceedances of average day discharge. Should the City's flow of Sewage to the WPCP exceed the daily maximum volume or instantaneous Peak flow limits stated in this section, then the City shall pay to Aqua Exceedance Charges of \$10.00 per 1,000 gallons times the volume in excess of the peak day allowance for each day of such exceedance, and \$10,000 per day for each day the instantaneous flow rate exceeds the instantaneous Peak flow rate allowance, unless such exceedances are permitted by Aqua. If a maximum day exceedance and an instantaneous Peak flow rate exceedance occur on the same day, the greater of the two charges will be applied, but not both. These charges will be subject to the same CPI adjustment provisions as stated in Section XI of this agreement. The remedy as stated herein for any exceedance violation shall be in addition to any other remedy Aqua may have at equity or law..

V. METERING.

- A. All Sewage flow conveyed by the City to Aqua shall be metered by the meter installed in the Aqua owned Vault at Aqua's WPCP.

- B. Aqua shall install the meter in Aqua's Vault at the Connection Point as provided in Section II. C. Aqua shall own and operate the metering equipment for the purpose of measuring the volume of Sewage delivered to the metering point(s) for treatment and shall be responsible for the designing, installing, daily operation, calibration, updating and replacement, as necessary, of metering devices. Any meter installed shall have telemetry or other electronic reading and transmission capability compatible with Aqua's and the City's ability to receive such meter readings at the time of installation.
- C. Metering equipment and remote readouts shall be tested and calibrated in accordance with the industry standards, United States Environmental Protection Agency and/or IDEM requirements and applicable equipment manufacturer's recommendations, with the cost of such testing to be shared equally by City and Aqua, and shall be maintained and repaired as necessary by Aqua at Aqua's cost. If the City requests any additional tests, calibration, maintenance and/or repair of the metering equipment, such actions shall be at the City's cost.
- D. The following testing and calibration may be performed by City and the cost shall be the responsibility of the City:
- Testing and calibration of the metering equipment while remaining in place at Aqua's Vault may be conducted no more often than annually, unless approved by Aqua, which approval Aqua agrees shall not be unreasonably withheld, conditioned or delayed.
- E. If the Parties cannot agree as to the inaccuracy of any meter, the meter shall be tested by an independent testing facility mutually agreed by to by the Parties and such independent testing facility's determination of accuracy shall be conclusive.
- F. If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of five per cent (5%), the inaccuracy thereof shall be corrected, followed by confirmatory retesting, and any billing shall be adjusted, for a period extending back no more than a period of three (3)

months or to the time when such inaccuracy began, if such time is ascertainable. If for any reason any meters are out of repair so that the amount of Sewage conveyed cannot be ascertained or computed from the reading thereof, the Sewage conveyed through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Sewage conveyed during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

VI. QUALITY OF SEWAGE.

- A. During the Original Term and Extended Term of this Agreement, the City agrees:
 - 1. That it shall maintain and administer an Industrial Pretreatment Program ("IPP") and Strength of Waste Surcharge applicable to all Industrial Users discharging to the Sewer System. In administering the IPP and surcharges on strength of waste, the City shall not apply less stringent requirements on Industrial Users discharging to the Sewer System connected to the WPCP than are applicable to Industrial Users discharging to other of the City's sewers that lead to the City's wastewater treatment facility. The City may, though, after consulting with Aqua, find it necessary in some cases, in satisfying all applicable regulatory requirements, to impose more stringent IPP and surcharge requirements on Industrial Users that discharge to sewers connected to Aqua's WPCP. The City's program shall include measures to periodically survey the system to ensure that all dischargers of high strength waste are included in the Strength of Waste Surcharge program,

and measures to periodically check any self-reporting done by Users to confirm that accurate information is being used for calculation of the Surcharge.

2. The City shall provide Aqua annually within thirty (30) days of each anniversary of the Initial Conveyance Date a list of all Significant Industrial Users and Industrial Users subject to the Strength of Waste Surcharge discharging to the Sewer System and whose Sewage is conveyed to Aqua.
3. The City shall provide Aqua copies of all reports and sewage analysis results from Significant Industrial Users and Users subject to the Strength of Waste Surcharge discharging to the Sewer System and whose Sewage is transmitted to Aqua. These reports and analysis results will be provided to Aqua within thirty (30) days of receipt by the City.
4. The City shall provide Aqua copies of all invoices and charges for Strength of Waste Surcharges charged to any Users discharging to the Sewer System and whose Sewer is transmitted to Aqua. These copies will be provided within thirty (30) days of such invoicing.

B. During the Original Term, and the Extended Term, except as modified by Section VI.C below, the following conditions apply with respect to Strength of Waste Surcharges assessed by the City against Users discharging to the portion of the Sewer System connecting to the Connection Point:

1. The City shall remit to Aqua sixty percent (60%) of the Strength of Waste Surcharges received from each User paying Strength of Waste Surcharges for discharging into the portion of the Sewer System which flows into the Connection Point up to the aggregate of the first \$100,000 received by the City in the Contract Conveyance Year from all such Users.
2. After the City receives the initial \$100,000 from all Users in any Contract Conveyance Year, as described in sub-section 1. above,

the City shall then remit to Aqua one hundred percent (100%) of any Strength of Waste Surcharges received from each User paying Strength of Waste Surcharges for discharging into the portion of the Sewer System which flows into the Connection Point until the end of the same Contract Conveyance Year.

3. These payments will be made to Aqua within thirty (30) days of receipt by the City. In the event of non-payment to the City by a User within sixty (60) days of City invoicing, City will remain obligated to pay Aqua its appropriate share of the amount billed within ninety (90) days of respective City invoicing.
- C. During the Extended Term, if the City conveys less than an Average Flow Rate of 1.0 million gallons of Sewage per day (based on a 30 day monthly average) then the City shall not be required to remit any funds collected by it with respect to the Strength of Waste Surcharges.

VII. PROHIBITED DISCHARGE.

- A. The City shall not convey Prohibited Discharges to Aqua, and Aqua shall be under no obligation whatsoever to accept any type of Prohibited Discharge. Upon discovery that a Prohibited Discharge is being conveyed by the City Sewage System to Aqua's WPCP:
1. A Party shall immediately notify the other Party of a Prohibited Discharge being made to the City's Sewer System or to Aqua's WPCP. Upon receipt of notification by Aqua or upon City obtaining actual knowledge of a Prohibited Discharge, the City shall promptly take reasonable steps to compel the Industrial User responsible for such Prohibited Discharge to immediately cease such discharge and provide confirmation thereof in writing, within seventy-two (72) hours of Aqua's notification.
 2. If the City fails to bring about a cessation of a Prohibited Discharge after receiving a notice from Aqua and promptly taking reasonable steps to compel the Industrial User to immediately cease such discharge, Aqua may, at its option, without liability and

at the City's cost, cease accepting Sewage from that portion of the City's Sewage System that is conveyed to Aqua until the cause of the Prohibited Discharge is remedied by the City to the satisfaction of Aqua, the Indiana Department of Environmental Management and/or the United States Environmental Protection Agency Region 5.

3. The remedies stated herein are not exclusive and the Parties reserve any and all remedies, whether at law or equity, in relation to Prohibited Discharges.
- B. To the fullest extent allowed by law, the City agrees to defend, indemnify and hold harmless Aqua from any and all costs, expenses, losses, expenses, claims or actions resulting from the discharge of a Prohibited Discharge from the Sewer System that is conveyed to Aqua's WPCP, including but not limited to any fines, judgments, costs, suits or other actions or any other violation of this Contract by the City not resulting from any Prohibited Discharge by Aqua, including but not limited to any fines, judgments, costs, suits or other actions.
 - C. To the fullest extent allowed by law, Aqua agrees to defend, indemnify and hold harmless City from any and all costs, expenses, losses, claims or actions resulting from the discharge of a Prohibited Discharge, or violation of law regarding Aqua's operation of the Connection Point, Vault, or Aqua's WPCP, or other violation of this Contract by Aqua not resulting from any Prohibited Discharge of City including, but not limited to, any fines, judgments, costs, suits or other actions.

VIII. SAMPLING AND MONITORING OF QUALITY.

- A. Aqua shall install the sampling and monitoring equipment in Aqua's Vault at the Connection Point as provided in Section II. C. Aqua shall own and operate the sampling and monitoring equipment for the purpose of sampling and analyzing the Sewage delivered to the Connection Point for treatment and shall be responsible for the designing, installing, daily

operation, updating and replacement, as necessary, of such sampling and monitoring equipment.

- B. Sampling and monitoring facilities shall include but shall not be limited to electrical and mechanical provisions for 24-hour composite sampling.
- C. Aqua shall own and operate the sampling and monitoring facilities and equipment. The City shall have full and complete access to the sampling and monitoring facilities and equipment upon twenty-four (24) hours' notice to Aqua.
- D. Aqua shall:
 - 1. Test and calibrate the sampling and monitoring facilities annually, the costs of which shall be paid equally by City and Aqua.
 - 2. Maintain and repair the sampling and monitoring facilities on a continuous basis, the costs of which shall be paid by Aqua.
- E. Aqua shall collect all samples in accordance with the following protocol:
 - 1. Aqua shall collect and arrange for testing of samples at intervals determined at Aqua's discretion, and in compliance with NPDES permit requirements.
 - 2. Aqua shall determine the parameters for all such sampling and testing.
 - 3. Aqua will provide the results of any sampling to the City at the City's request.
 - 4. The City may request a portion of samples taken by Aqua if the City wishes to conduct its own analyses.
 - 5. The City may request additional sampling and analysis at the City's cost.
- F. If the Parties cannot agree as to the results of any sampling or testing by the other samples shall be sent to and tested by an independent laboratory mutually agreed by to by the Parties and such independent laboratory's determination of sampling or testing shall be conclusive.

IX. INSPECTION AND ENFORCEMENT.

- A. The City may apply to IDEM to become a co-permittee under Aqua's NPDES permit for the limited purpose of implementing an IPP. In such event, the City agrees that it shall not unreasonably withhold, condition, or delay its approval of any application to IDEM, including withholding, conditioning, or delaying its signature as co-permittee, if required, for any permit modification or renewal.
- B. As a part of its IPP, the City shall maintain a current Industrial Waste Survey list ("IWS List") in accordance with the following:
 - 1. The IWS List shall include: (i) the facility name and address of all commercial and industrial users whose sewage passes through the Connection Point, (ii) the nature of each user's business, and (iii) the name and contact information of a responsible person to be contacted at each user.
 - 2. An updated List shall be provided to Aqua within thirty (30) days of the Effective Date of the Contract.
 - 3. The City shall provide an updated List to Aqua annually within thirty (30) days of each anniversary of the Effective Date of the Contract.
- C. Whenever Aqua revises its Rules, it will forward a copy of the revisions to City. If the IDEM requires that Aqua implement an IPP, the City will implement the IPP through appropriate ordinance or rules and regulation for any portion of its Sewer System that ultimately discharges to Aqua's WPCP. The City will forward to Aqua for review its proposed revisions to City's regulations relating to Sewer Use for compatibility with Aqua's Rules within 90 days of receipt of Aqua's revisions. City will finalize and adopt its revisions within 90 days of receiving approval from Aqua of the content thereof.
- D. City will take all actions reasonable and necessary to ensure that Industrial Users discharging to the City's Sewer System are subject to an

approved IPP in accordance with Chapter 51 of the Fort Wayne Code of Ordinances ("Sewer Use Ordinance") and to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its Sewer Use Ordinance against such Industrial Users.

- E. City will issue permits to all Industrial Users that are: (i) required to be permitted under its Sewer Use Ordinance, (ii) located in its jurisdiction, and (ii) discharge to that portion of the City's Sewer System connecting to the Connection Point. Required permits must be issued prior to any discharge by any such industrial user.
- F. City will take all reasonable steps to enforce the provisions of its Sewer Use Ordinance and permits with respect to Industrial Users of the City's Sewer System. In the event City fails to take adequate enforcement action against noncompliant users of its Sewer System on a timely basis, Aqua may, to the extent possible under applicable law, take such action on behalf of and as agent for City. The Parties agree to review and revise this Contract to ensure compliance with the Federal Clean Water Act (42 U.S.C §1251 et. Seq.) and federal rules and regulations (see 40 CFR 403) issued thereunder, as necessary.

X. EFFECTIVE DATE AND TERM.

A. Effective Date.

- 1. It is understood and agreed between the Parties that this Contract shall become effective (hereinafter referred to as the "Effective Date") on the latest of the following dates:
 - a. The effective date of approval by the Indiana Utility Regulatory Commission;
 - b. The effective date of approval by the Indiana Department of Environmental Management (effective date of issuance of amended NPDES discharge permit) in a manner and

upon discharge parameters that are consistent with the Preliminary NPDES Standards.

- c. The date of the Purchased Assets Closing, as defined in the AAA. If the AAA does not close, this Contract shall be null and void.
- 2. It is understood and agreed that this Contract may also be subject to the approval of other state and federal agencies as may be legally required.

B. Term of Contract /Renewals.

1. Original Term.

- a. This Contract shall commence on the Effective Date. The Original Term of this Contract shall continue in full force and effect for and through ten (10) consecutive years following the Initial Conveyance Date.
- b. The Initial Conveyance Date will commence on the earlier of:
 - i. The completion of necessary construction of additional City Sewer Systems to the Connection Point and the construction by Aqua of any necessary additional facilities, including but not limited to the Vault and attendant metering and sampling equipment; or
 - ii. two (2) years after the Effective Date.
- c. The Parties will use commercially reasonable efforts to complete construction of their respective facilities prior to two years after the Effective Date. It is understood and agreed by the Parties that the Initial Conveyance Date and related payments shall begin as stated hereunder regardless of whether any Sewage is conveyed unless Aqua is not able to fully provide for the acceptance and

treatment of Sewage conveyed from the City. If Aqua is not able to fully provide for the acceptance and treatment of Sewage from the City as contemplated by this Contract, then the Initial Conveyance Date shall be postponed until the date that Aqua is able to fully provide for the acceptance and treatment of Sewage from the City.

- d. The pricing and volumes for such Original Term are set forth in Section XI.

2. Extended Term.

- a. Following completion of the Original Term, the Contract shall automatically continue in full force and effect for and through five (5) additional consecutive years ("Extended Term"). The Extended Term shall provide for a reduced flow volume maximum such that the conveyance of Sewage by the City shall not exceed a maximum of 3.5 million gallons in any 24-hour period. If Aqua is able to accept more than the 3.5 million gallons, it shall inform the City in writing of the higher daily maximum flow volume and the City may convey up to such amount of Sewage.

- b. The pricing and volumes for such Extended Term are set forth in Section XI.

- 3. **Contract Renewal.** Except as stated in Section X.B.2 of this Contract, this Contract does not renew automatically. An additional extensions or renewals will only occur if the Parties agree in writing to such terms and conditions.

XI. COST OF CONVEYANCE AND TREATMENT.

- A. **Beginning of Billing and Payment.** Aqua shall commence invoicing under the terms of this Contract at the end of the first calendar month following the Initial Conveyance Date.

B. **Billing.** Aqua shall be responsible for reading the metering devices and billing the City in accordance with this Contract. Billing shall be made one (1) month in arrears on a monthly basis for Sewage conveyed in the preceding month. All bills will be paid by the City in thirty (30) days after submission. Any bills not paid when due shall incur the lesser of a 0.5% monthly late fee or the maximum amount allowed by law on the balance outstanding.

C. **Rate.** The City agrees to pay Aqua for the conveyance and treatment as agreed herein, and other charges applicable as follows:

1. For and through the first five (5) Contract Conveyance Years following the Initial Conveyance Date the City shall pay Aqua as follows:
 - a. a flat Minimum Monthly Amount of \$125,468.75 per month; plus,
 - b. In the event the City sends to Aqua more than 547,500,000 gallons ("Annual Minimum") in any one Contract Conveyance Year, Aqua shall assess and the City shall pay at the end of such Contract Conveyance Year an additional \$2.75 ("Excess Annual Minimum Amount") for each one thousand (1,000) gallons of Sewage conveyed to Aqua in excess of the Annual Minimum.

Contract Conveyance Year	Minimum Monthly Amount	Excess Annual Minimum Amount
Year 1	\$125,468.75	\$2.75 per (1,000) gallons
Year 2	\$125,468.75	\$2.75 per (1,000) gallons
Year 3	\$125,468.75	\$2.75 per (1,000) gallons
Year 4	\$125,468.75	\$2.75 per (1,000) gallons
Year 5	\$125,468.75	\$2.75 per (1,000) gallons

2. For and through Contract Conveyance Years six (6) through ten (10) following the Initial Conveyance Date the City shall pay Aqua as follows:
- an Adjusted Minimum Monthly Amount that shall be equal to the previous Contract Conveyance Year's Minimum Monthly Amount as adjusted, plus the applicable CPI escalation as described herein times the previous Contract Conveyance Year's Minimum Monthly Amount as adjusted; plus,
 - In the event the City sends to Aqua more than 547,500,000 gallons ("Annual Minimum") in any one Contract Conveyance Year, Aqua shall assess and the City shall pay at the end of such Contract Conveyance Year an additional \$2.75 plus the applicable CPI escalation as described herein times the previous Contract Conveyance Year's Excess Annual Minimum Amount as adjusted ("Adjusted Excess Annual Minimum Amount") for each one thousand (1,000) gallons of Sewage conveyed to Aqua in excess of the Annual Minimum.

Contract Conveyance Year	Adjusted Minimum Monthly Amount		Adjusted Excess Ann. Min. Amt	
Year 6	Year 5 min. monthly amt	+ Year 5 min. monthly amt x CPI Escalator	Year 5 Excess Annual Min per 1,000 gallons	+ Year 5 Annual Min per 1,000 gallons x CPI Escalator
Year 7	Year 6 adj. min. monthly amt	+ Year 6 min. adj. monthly amt x CPI Escalator	Year 6 Adj. Excess Annual Min per 1,000 gallons	+ Year 6 Adj. Excess Annual Min per 1,000 gallons x CPI Escalator
Year 8	Year 7 adj. min. monthly amt	+ Year 7 min. adj. monthly amt x CPI Escalator	Year 7 Adj. Excess Annual Min per 1,000 gallons	+ Year 7 Adj. Excess Annual Min per 1,000 gallons x CPI Escalator

Contract Conveyance Year	Adjusted Minimum Monthly Amount		Adjusted Excess Ann. Min. Amt	
Year 9	Year 8 adj.min. monthly amt	+ Year 8 min. adj. monthly amt x CPI Escalator	Year 8 Adj. Excess Annual Min per 1,000 gallons	+ Year 8 Adj. Excess Annual Min per 1,000 gallons x CPI Escalator
Year 10	Year 9 adj.min. monthly amt	+ Year 9 min. adj. monthly amt x CPI Escalator	Year 9 Adj. Excess Annual Min per 1,000 gallons	+ Year 9 Adj. Excess Annual Min per 1,000 gallons x CPI Escalator

3. For and through the five years of the Extended Term the City shall pay Aqua as follows:
 - a. A flat minimum monthly amount for an Availability Charge of \$10,000.00 per month; plus,
 - b. A "Flow Charge" for each and every 1,000 gallon of Sewage (without regard to an Annual Minimum Amount) conveyed by the City to Aqua as follows:
 - i. For year 11 of the Contract Conveyance Year (Year 1 of the Extended Term) the Flow Charge shall be equal to the rate of the Adjusted Excess Annual Minimum Amount in Year 10 of the Contract Conveyance Year plus the applicable CPI escalation as described herein times the Adjusted Excess Annual Minimum Amount in Year 10 of the Contract Conveyance Year; and
 - ii. For the Contract Conveyance Years 12 through 15 the Flow Charge shall be equal to the previous Conveyance Year's Flow Charge plus the applicable CPI escalation as described herein times previous Conveyance Year's Flow Charge.

Contract Conveyance Year	Monthly Availability Charge	Flow Charge	
Year 11	\$10,000.00	Year 10 Adj. Excess Ann. Min. Amt.	+ Year 10 Adj. Excess Ann. Min. Amt. x CPI Escalator
Year 12	\$10,000.00	Year 11 Flow Charge	+ Year 11 Flow Charge x CPI Escalator
Year 13	\$10,000.00	Year 12 Flow Charge	+ Year 12 Flow Charge x CPI Escalator
Year 14	\$10,000.00	Year 13 Flow Charge	+ Year 13 Flow Charge x CPI Escalator
Year 15	\$10,000.00	Year 14 Flow Charge	+ Year 14 Flow Charge x CPI Escalator

4. The CPI escalation/escalator shall be

- a. For the sixth year of the Contract Conveyance Year, the percent increase change in the Consumer Price Index for All Urban Consumers, U.S. City Average, not adjusted, measured from published by the Bureau of Labor Statistics, United States Department of Labor, measured from the fifth year of the Contract Conveyance Year to the beginning of sixth Contract Conveyance Year for the months of which such indexes are published as of first day of the month beginning on the Sixth Contract Conveyance Year, unless such change is less than zero in which case the CPI escalation/escalator shall be zero. (For example, if the sixth Contract Conveyance Year begins May 1, 2022, and the last published CPI index for 2022 is as of March, the CPI percent change shall be measured from March 2021 to March 2022).
- b. For all but the sixth year of the Contract Conveyance Year, the twelve month percent increase change in the

Consumer Price Index for All Urban Consumers, U.S. City Average, not adjusted, published by the Bureau of Labor Statistics, United States Department of Labor, for which the last twelve months of which such indexes are published as of first day of the month beginning on a new Conveyance Year, unless such change is less than zero in which case the CPI escalation/escalator shall be zero. (For example, if the new Conveyance Year begins May 1, 2024, and the last published CPI index is as of March, the CPI percent change shall be measured from March 2023 to March 2024).

- c. If the CPI-U is no longer officially published at the time of adjustment, the Parties agree to utilize a substitute index published by the Bureau of Labor Statistics which most closely approximates the CPI-U approved by both Parties, which approval the Parties agree shall not be unreasonably withheld, conditioned or delayed.

- D. **Other Rates, Fees, Penalties and Charges.** Aqua shall be responsible for invoicing the City for any other rates, costs, fees, penalties and charges assessed pursuant to the Contract, unless otherwise provided herein.

XII. COMPLIANCE WITH RULES, REGULATIONS, STANDARDS AND LAWS.

- A. The Parties to this Contract shall comply with all local, state and federal regulations, standards and laws currently in effect and as amended, adopted or enacted regarding the collection and treatment of sewage that are applicable to the subject matter of this Contract.
- B. The Parties shall adopt and enforce policies providing for rates, rules and regulations, and use of their Sewer Systems that conform with the reasonable eligibility requirements for the Parties, on a continuing basis, to be awarded grants and loans from the State of Indiana and from United

States Environmental Protection Agency and other agencies which may now or in the future offer such financing opportunities.

XIII. MISCELLANEOUS.

A. Notices and Invoices.

1. Any notices required under this Contract shall be served by certified mail, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party.

2. Invoicing by Aqua under this Contract shall be served by first class mail addressed to the City at the address filed by the City.

3. At the Effective Date of this Contract, Aqua's address is:

Aqua Indiana, Inc., Attention of the President
5750 Castle Creek Parkway N. Dr. Suite 314
Indianapolis, Indiana 46250

4. At the Effective Date of this Contract, the City's address is:

Fort Wayne City Utilities, Attention of the Director
200 E. Berry St. Suite 270
Fort Wayne, Indiana 46802

- B. Amendments.** Any alteration, modification, waiver or amendment of the terms and conditions of this Contract must be set forth in a written amendment to this Contract executed and approved by the Parties. Verbal modifications do not constitute a legally binding amendment, and shall not alter, modify or waive any provision of this Contract.

- C. Change of Conditions or Legal Environment.** Subject to Section XIII.B, if a party believes there has been a material change in conditions or legal regulations applicable to the Contract, the Contract terms and conditions may be renegotiated in good faith to reflect the effect of such change. Such a request must be initiated by a notice provided from a

party to the other in accordance with this Section that includes the following:

1. Desire of party to discuss and renegotiate;
2. Description of substantial change in conditions; and
3. Description of conceptual relief or change desired.

D. Termination by Both Parties. This Contract may be terminated in writing with agreement by both Parties.

E. Successors and Assignment. This Contract is binding on any successors of either party unless amended per the terms of this Contract. Aqua may assign this Contract to a parent, subsidiary or affiliate of Aqua, or an entity that acquires all, or substantially all the operational sewer assets of Aqua and is authorized by the IURC to operate a sewer utility in Aqua's then applicable service area, provided such assignment shall not render Aqua of liability pursuant to this Contract. Except as stated herein, assignment or delegation of this Contract requires written notice to the other party of its intent to assign rights or delegate duties to a third party and written assent by the other party to the assignment or delegation.

F. Dispute Resolution. Except for the seeking of injunctive relief under this Agreement, the Parties agree to the following steps regarding any disputes:

1. The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute, claim, or controversy arising out of or in any way relating to this Contract, they will use their best endeavors to settle such dispute, claim or controversy by negotiating with each other in good faith within thirty (30) days of a written notice of a dispute from one party to the other party. To this end, executives with full authority to settle the dispute shall negotiate and consult with each other in an effort to find a just and equitable resolution that serves their respective and mutual interests, including their continuing business / professional

relationship. The complaining party must give the other party written notice of any dispute, claim, or controversy (the "Notice").

2. If the Parties are unable to completely resolve the dispute through negotiation, the Parties may mutually agree to proceed to binding arbitration administered by the American Arbitration Association (or any other mutually agreeable arbitration service) to the extent permitted by applicable law. The arbitration hearing will be conducted in accordance with the AAA's Rules of Commercial Arbitration. Either party may commence the arbitration by filing a written demand for arbitration. The Parties' covenant that they shall participate in the arbitration in good faith and that they will share equally in the costs. The arbitration will take place in Fort Wayne or Indianapolis, Indiana before three arbitrators, one selected by each of the Parties and the third selected by the other two. The Parties may mutually agree to a single arbitrator. The award rendered by the arbitrator(s) is final and binding, and may be entered into any court or tribunal having jurisdiction thereof. Any court of competent jurisdiction may enforce the provisions of this paragraph.

G. Default. In the event of a default pursuant to this Contract which is not resolved pursuant to Section F above, the non-defaulting party shall give the defaulting party written notice of the specific nature of the default, and the alleged defaulting party shall have a period of thirty (30) days to cure said default and, if not so cured, the party shall be deemed in default.

H. Remedies. Upon an event of Default, the non-defaulting party shall be entitled to all remedies available at law for damages attributable to the Default. In addition to any remedies that may be available at law, temporary, preliminary and permanent injunctive relief may be granted to enforce any provision of this Contract in the event of an actual breach or violation, or a threatened breach or violation, of any restriction or covenant under this Contract. The prevailing party in any litigation shall

be entitled to recover from the non-defaulting Party, its reasonable attorneys' fees and court costs.

- I. **Severability.** Invalidity or unenforceability of any covenant, condition, term or provision in this Contract shall not affect the validity and enforceability of any other covenant, condition, term or provision in this Contract.
- J. **Waiver.** The failure of either party to exercise any right or power given hereunder or insist upon strict compliance with any obligation specified herein shall not constitute waiver of such party's rights to demand exact compliance with the terms hereof.
- K. **No Third Party Beneficiaries.** This Contract does not and is not intended to confer any rights or remedies upon any other persons or entities other than the Parties hereto.
- L. **Headings.** The headings to the paragraphs of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.
- M. **Applicable Law.** This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana. Any reference to a particular law, rule or regulation shall refer to such law as may be amended or otherwise substituted from time to time.

END.

CITY OF FORT WAYNE ("CITY")

By: _____

ATTEST:

Printed: Kumar Menon

Title: Director, City Utilities

Date: _____

AQUA INDIANA, INC. ("AQUA")

By: _____

ATTEST:

Printed: Thomas M. Bruns

Title: President

Date: _____

Exhibit A

Location of Connection Point Map.

Midwest WPCP Site Plan Showing Point of Connection at Vault

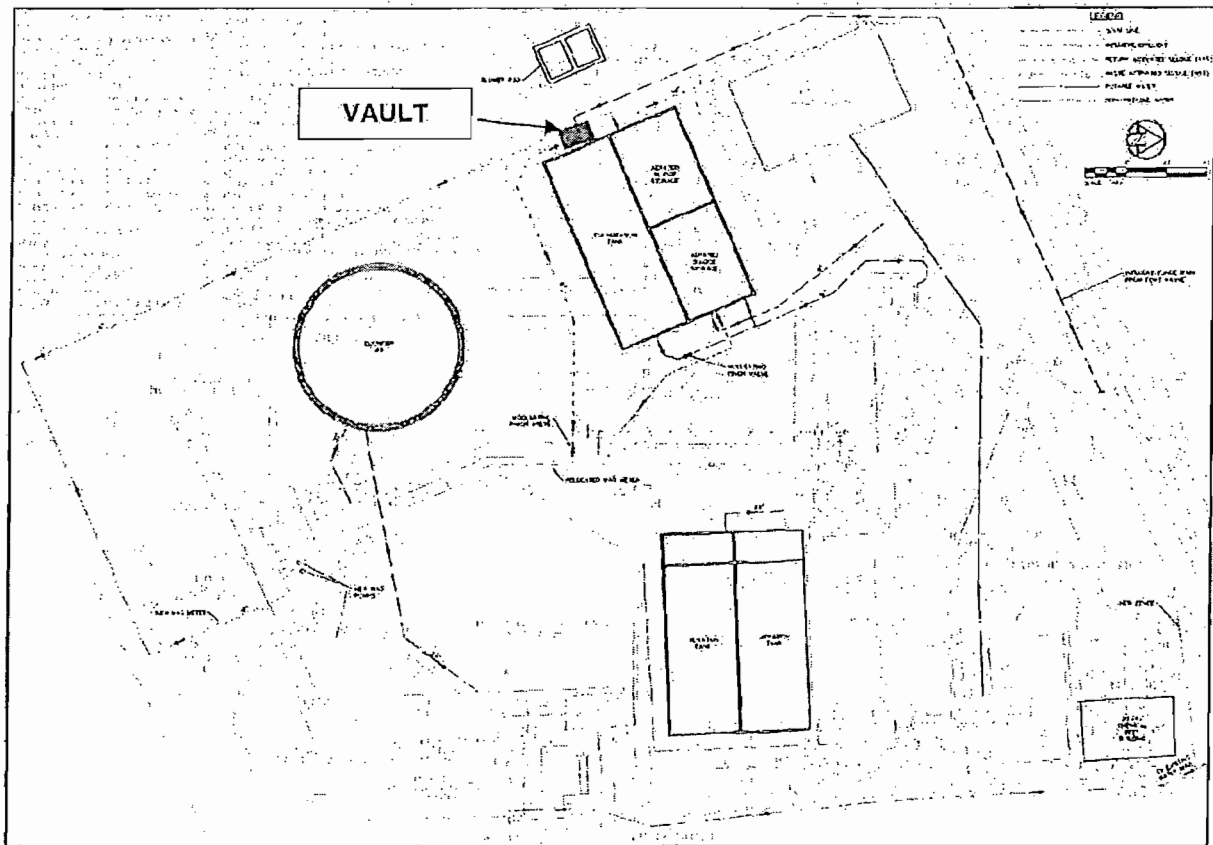


Exhibit A

Exhibit B

Indiana Department of Environmental Management's letter dated January 2, 2012.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Michael R. Pence
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.in.gov

January 2, 2014

VIA ELECTRONIC MAIL

Ms. Cynthia Fort, PE
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256

Dear Ms. Fort:

Re: Preliminary Effluent Limitations
Proposed Upgrade of the Aqua Indiana, Inc. --
Midwest Wastewater Treatment Plant
NPDES Permit No. IN0042391
Allen County

This letter is in response to your April 23, 2013 request for preliminary effluent limitations for a proposed upgrade of the Aqua Indiana, Inc. -- Midwest Wastewater Treatment Plant. As indicated in your request, the average design flow of the WWTP will be increased from 1.7 MGD to 3.1 MGD. The treatment type would continue to be bio-mechanical. The facility would continue to discharge via the existing outfall location to Graham McCulloch Ditch. The $Q_{2.10}$ low-flow of the receiving stream at the point of discharge is considered to be 0.1 cfs.

A Wasteload Allocation (WLA) analysis (WLA001979) was performed by this Office's Permit Branch staff on June 27, 2013. The following effluent limits are appropriate for the aforementioned bio-mechanical wastewater treatment plant with an average design flow of 3.1 MGD with continuous discharge to Graham McCulloch Ditch:

TABLE 1

Parameter	Summer		Winter		Units
	Monthly Average	Weekly Average	Monthly Average	Weekly Average	
CHOD ₅	10	15	10	15	mg/l
TSS	10	15	10	15	mg/l
Ammonia-nitrogen [1]	1.5	2.3	2.2	3.3	mg/l

TABLE 2

Parameter	Daily Minimum	Monthly Average	Daily Maximum	Units
pH	6.0	----	9.0	s.u.
Dissolved Oxygen				
Summer	6.0	----	----	mg/l
Winter	5.0	----	----	mg/l
<i>E. coli</i>	----	125	235	count/100 ml

- [1] The wasteload allocation analysis calculated a summer ammonia-nitrogen limit of 1.7 mg/l as a monthly average (2.6 mg/l as a weekly average) and a winter ammonia-nitrogen limit of 3.1 mg/l as a monthly average (4.7 mg/l as a weekly average). If the permittee is willing to accept the ammonia-nitrogen limitations in Table 1 (which are the permittee's existing NPDES permit limitations and have been determined to not cause a significant lowering of water quality), then the design of the upgrade may proceed without having to submit an antibacksliding exception request or an antidegradation demonstration.

If the permittee chooses to pursue the less stringent ammonia-nitrogen limits mentioned above, then the permittee would need to submit an antibacksliding exception request that satisfies the antibacksliding provisions contained in 327 IAC 5-2-10(11). In addition, the permittee would need to submit an antidegradation demonstration for ammonia-nitrogen in accordance with the antidegradation provisions included in 327 IAC 2-1.3-5. These submittals would be a prerequisite to application for a construction permit.

Additional monitoring for metals and/or non-conventional parameters may be required dependent on the amount and type of industrial contributions.

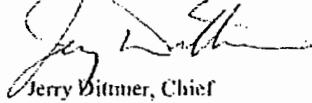
For the above-referenced discharge scenario, the following requirements will apply: Flow must be measured. The mass limits for CBOD₅, NH₃-N, and TSS are calculated by multiplying the average design flow (in MGD) by the corresponding concentration value and by 8.345. Summer effluent limits apply from May 1 through November 30 of each year. Winter effluent limits apply December 1 through April 30 of each year. The effluent limitations for *E. coli* are 125 colonies/100 ml as a monthly average calculated as a geometric mean and 235 colonies/100 ml as a daily maximum.

If you have any questions regarding design requirements of the construction permit, please contact Mr. Don Worley at 317/232-5579. The NPDES permit modification will not be issued to reflect the upgrade until the construction permit is finalized. At a minimum, the modification request should be submitted at least 180 days prior to completion of the upgrade activities. Please be advised that the modification request must be accompanied by a \$50.00 fee in accordance with IC 13-18-20-12.

Ms. Cynthia Fort, PE
Page 2

If there are any questions regarding the NPDES permit requirements, please feel free to contact
Leigh Voss at 317/232-8698.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Dittmer".

Jerry Dittmer, Chief
Municipal NPDES Permits Section
Office of Water Quality

Exhibit 2

1 BILL NO. S-14-04-21

2 SPECIAL ORDINANCE NO. S- 44-14

3 AN ORDINANCE OF THE CITY OF FORT WAYNE COMMON COUNCIL
4 DECLARING PUBLIC CONVENIENCE AND NECESSITY REQUIRE
5 ACQUISITION OF CERTAIN UTILITY ASSETS, APPROVAL OF AN ASSET
6 ACQUISITION AGREEMENT AND OTHER RELATED MATTERS

7 WHEREAS, the City of Fort Wayne ("City") is a political subdivision and
8 municipality organized and operating under the laws of the State of Indiana; and

9 WHEREAS, it is the intent of the Common Council of the City of Fort
10 Wayne ("Council") to protect and advance the health, safety, welfare and wellbeing
11 of its citizens, utility users, and the community; and

12 WHEREAS, the City has a municipal utility, Fort Wayne City
13 Utilities ("FWCU"), that provides certain services; and

14 WHEREAS, pursuant to Ind. Code 8-1.5-2 and other applicable statutes, the
15 City may acquire and thereafter operate other existing utilities; and

16 WHEREAS, the Council deems it desirable and in the best interests of the
17 City to acquire, and thereafter own and operate certain existing water facilities of
18 Utility Center, Inc., an Indiana corporation doing business as Aqua Indiana, Inc.
19 ("Aqua Indiana"), generally described as the water utility assets serving the
20 southwest portion of the City and nearby portions of Allen County outside the
21 boundaries of the City (the "Aqua Indiana Southwest Utility"), for the purpose of
22 providing water service within and surrounding the City's municipal limits and its
23 extraterritorial authority; and

24 WHEREAS, a public convenience and necessity will be advanced by the
25 acquisition of the Aqua Indiana Southwest Utility and the expansion of FWCU, and
26
27
28
29
30

EXHIBIT

tabbles

2

1 that such public convenience and necessity will be advanced by thereafter owning
2 and operating those assets and facilities; and
3

4 WHEREAS, the Council has caused to be delivered to Aqua Indiana notice
5 that the Council would hear public testimony regarding this Ordinance at 5:30 p.m.
6 May 6, 2014, in the Citizens Square, Room 35 (Garden Level), 200 E. Berry Street,
7 Fort Wayne, Indiana, 46802 and said notice informed Aqua Indiana that it could
8 appear in person or by counsel to testify regarding this Ordinance; and

9 WHEREAS, the Council did in fact permit public testimony on this
10 Ordinance at on May 6, 2014 in the Citizens Square, Room 35 (Garden Level), 200
11 E. Berry Street, Fort Wayne, Indiana, 46802; and

12 WHEREAS, pursuant to IC 36-1-10.5-5, the Council has determined that it is
13 interested in purchasing the land and structures comprising the Aqua Indiana
14 Southwest Utility (the "Land and Structures"); and

15 WHEREAS, the Board of Public Works for the City (the "Board of Works")
16 has previously engaged both NewGen Systems and Solutions and H.J. Umbaugh and
17 Associates (the "Appraisers") to appraise the fair market value of the Land and
18 Structures; and
19

20 WHEREAS, the Council now desires to approve and ratify the appointment
21 of the Appraisers and to accept the appraisals of the Land and Structures made by the
22 Appraisers (the "Appraisals"); and

23 WHEREAS, pursuant to IC 36-1-10.5-5, the Council desires to authorize the
24 purchase of the Land and Structures for a price not greater than the average of the
25 Appraisals; and
26

1 WHEREAS, the City has possessed and operated Aqua Indiana's northern
2 Fort Wayne water and sanitary sewer utility (the "Aqua Indiana North System")
3 since February 8, 2008 as a result of an on-going condemnation proceeding in Wells
4 County Circuit Court (the "North System Litigation"); and
5

6 WHEREAS, the Council desires to approve and authorize the execution of
7 the utility system asset acquisition agreement and all appendices, exhibits and
8 attachments therein (the "Asset Acquisition Agreement") between the City, and
9 Aqua Indiana providing for the purchase by the City of the Land and Structures,
10 other assets of the Aqua Indiana Southwest Utility and settlement of the North
11 System Litigation, in substantially the form presented to the Council at this meeting;
12 and
13

14 WHEREAS, the City plans to issue bonds to finance the cost of acquisition of
15 the Aqua Indiana Southwest Utility and Aqua Indiana North System; and
16

17 WHEREAS, pursuant to IC 8-1.5-2-13, the Council declares that the
18 principal and interest of bonds issued for the payment of the cost of the acquisition of
19 the Aqua Indiana Southwest Utility and Aqua Indiana North System shall be paid
20 exclusively from the income and revenue of the property acquired by the City
21 through the Asset Acquisition Agreement.
22

23 NOW, THEREFORE, BE IT ORDAINED by the Common Council of the
24 City of Fort Wayne, Indiana, as follows:
25

26 SECTION 1. The above recitals are incorporated herein by this reference as
27 though fully set forth herein below.
28

29 SECTION 2. The Council hereby declares that public convenience and
30 necessity requires, and the public interest will be served by, acquisition of the

1 Aqua Indiana Southwest Utility and the addition of those utility assets and
2 facilities to FWCU, the City's existing municipal utility.

3
4 SECTION 3. The Council hereby declares its interest in making a purchase
5 of the Land and Structures.

6
7 SECTION 4. The Council hereby ratifies and approves the appointment of
8 the Appraisers and accepts the Appraisals.

9
10 SECTION 5. The Council hereby approves the price of Sixty-Seven Million
11 Dollars (\$67,000,000.00) for purchase of the Land and Structures, other
12 assets of the Aqua Indiana Southwest Utility and settlement of the North
13 System Litigation, which is not greater than the average of the Appraisals,
14 with Sixteen Million Nine Hundred Thousand Dollars (\$16,900,000) having
15 already been paid, for a total amount due at closing of Fifty Million One
16 Hundred Thousand Dollars (\$50,100,000).

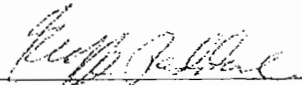
17
18 SECTION 6. The Council hereby approves and authorizes the execution of
19 the Asset Acquisition Agreement in substantially the form presented at this
20 meeting.

21
22 SECTION 7. The Council hereby declares and directs that the principal and
23 interest due on bonds to be issued for the payment of the cost to acquire the
24 Aqua Indiana Southwest Utility and Aqua Indiana North System shall be paid
25 exclusively from the income and revenue of assets acquired by the City
26 through the Asset Acquisition Agreement.

27
28 SECTION 8. The terms, paragraphs, sentences, words and actions of this
29 Ordinance are separable, and if any portion of this Ordinance or its acts is
30 found to be unconstitutional, invalid or unenforceable, any such

determination shall not affect the remaining terms or portions of the Ordinance and related actions of the City and Council.

SECTION 9. This Ordinance is in full force and effect from and after its passage and any all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM AND LEGALITY


Carol Helton, City Attorney

RESOLUTION OF THE CITY OF FORT WAYNE BOARD OF PUBLIC WORKS
APPROVING AND AUTHORIZING THE EXECUTION OF UTILITY SYSTEM ASSET
ACQUISITION AGREEMENT AND OTHER RELATED MATTERS

WHEREAS, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana (the "City") strives to protect and advance the health, safety, welfare and well-being of its citizens, utility users, and the community; and

WHEREAS, the City has a municipal utility, Fort Wayne City Utilities ("FWCU"), that provides certain services; and

WHEREAS, pursuant to IC 8-1.5-3-3, the Board operates and controls FWCU; and

WHEREAS, pursuant to Ind. Code 8-1.5-2 and other applicable statutes, the City may acquire and thereafter operate other existing utilities; and

WHEREAS, the Board has determined that the City should acquire, own and operate certain existing water facilities of Utility Center, Inc., an Indiana corporation doing business as Aqua Indiana, Inc. ("Aqua Indiana"), generally described as the water utility assets serving the southwest portion of the City and nearby portions of Allen County outside the boundaries of the City (the "Aqua Indiana Southwest Utility"), for the purpose of providing water service within and surrounding the City's municipal limits and its extraterritorial authority; and

WHEREAS, the Board has also determined that the City should purchase certain land and structures comprising the Aqua Indiana Southwest Utility (the "Land and Structures"); and

WHEREAS, staff for the Board has previously engaged NewGen Strategies and Solutions and H. J. Umbaugh and Associates (the "Appraisers") to appraise the fair market value of the Land and Structures; and

WHEREAS, the Board now desires to approve and ratify the appointment of the Appraisers; and

WHEREAS, the City has possessed and operated Aqua Indiana's northern Fort Wayne water and sanitary sewer utility (the "Aqua Indiana North System") since February 8, 2008 as a result of an on-going condemnation proceeding in Wells County Circuit Court (the "North System Litigation"); and

WHEREAS, the Board desires to approve and authorize the execution of the utility system asset acquisition agreement and all appendices, attachments and exhibits therein, (the "Asset Acquisition Agreement") between the City, and Aqua Indiana providing for the purchase by the City of the Land and Structures, other assets of the Aqua Indiana Southwest Utility and settlement of the North System Litigation in substantially the form presented to the Board at this meeting; and

WHEREAS, the Board desires to recommend approval of the Asset Acquisition Agreement to the Common Council of the City (the "Council").

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. The above recitals are incorporated herein by this reference as though fully set forth herein below.
2. The Board hereby ratifies and approves the appointment of the Appraisers.
3. The Board hereby approves a total price of Sixty-Seven Million Dollars (\$67,000,000) for the purchase of the Land and Structures, other assets of the Aqua Indiana Southwest Utility and settlement of the North System Litigation, with Sixteen Million Nine Hundred Thousand Dollars (\$16,900,000) having already been paid, for a total amount due at closing of Fifty Million One Hundred Thousand Dollars (\$50,100,000).
4. The Board hereby approves and authorizes the execution of the Asset Acquisition Agreement in substantially the form presented at this meeting.
5. The Board hereby recommends approval of the Asset Acquisition Agreement by the Council.
6. The terms, paragraphs, sentences, words and actions of this Resolution are separable, and if any portion of this Resolution or its acts is found to be unconstitutional, invalid or unenforceable, any such determination shall not affect the remaining terms or portions of the Resolution and related actions of the Board.
7. This Resolution is effective immediately upon its adoption.

Passed and adopted this ____ day of _____, 2014.

FORT WAYNE BOARD OF PUBLIC WORKS:

Robert P. Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST:

Victoria Edwards, Clerk

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Geoff Paddock

Read the second time by title and referred to the City Utilities

Committee. Read the third time in full and on motion by Councilman

Paddock, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>
BENDER	_____	_____	_____	<u>✓</u>
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED:

5-13-14

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. S-4444 on the 13th day of
May, 2014

Sandra E. Kennedy ATTEST:
SANDRA E. KENNEDY,
CITY CLERK

Jeffrey A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day
of May, 2014, at the hour of 4.00 o'clock P.M. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May

2014, at the hour of 2:00 o'clock P.M. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-14-04-21

REPORT OF COMMITTEE ON CITY UTILITIES

MAY 6, 2014

Geoff Paddock, Chair
John Shoaff, Co, Chair
All Council Members

AN ORDINANCE of the City of Fort Wayne Common Council Declaring Public Convenience and Necessity Require Acquisition of certain Utility Assets, approval of an Asset Acquisition Agreement and other related matters.

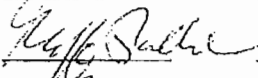
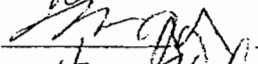
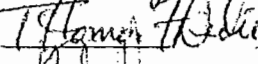
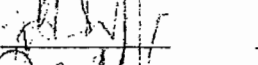
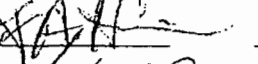
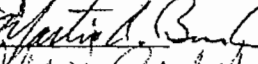

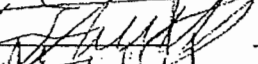
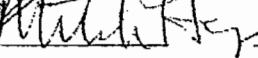
COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

SANDRA E. KENNEDY
CITY CLERK

**NOTICE OF PUBLIC HEARING
COMMON COUNCIL
OF THE CITY OF FORT WAYNE**

**AN ORDINANCE OF THE CITY OF
FORT WAYNE COMMON COUNCIL
DECLARING PUBLIC CONVENIENCE
AND NECESSITY REQUIRE ACQUISITION
OF CERTAIN UTILITY ASSETS
AND THE ADDITION OF THOSE AS-
SETS AND FACILITIES TO FORT
WAYNE CITY UTILITIES
BILL NUMBER S-14-04-21**

Notice is hereby given that on May 6, 2014 at 5:30 PM, in the Citizens Square, Room 35 (Garden Level), 200 E. Berry Street, Fort Wayne, Indiana, 46802, the Common Council of the City of Fort Wayne, Indiana (the "Council") will hold a public hearing to receive public comment regarding the Council's consideration of the above referenced ordinance, declaring that public convenience and necessity require the acquisition of certain of Aqua Indiana's water assets and facilities and the addition of those assets and facilities to Fort Wayne City Utilities. Those assets and facilities are generally described as the water utility assets serving the southwest portion of the City and nearby portions of Allen County outside the boundaries of the City. Aqua Indiana, Inc. may attend the public hearing and be heard in person or by counsel with regard to the ordinance.

All interested persons are invited to attend and be heard at the Public Hearing.

"Reasonable accommodations" for persons with a known disabling condition will be considered in accordance with state and federal law. Any person needing a "reasonable accommodation" should notify the Public Information Office (260) 427-1120, TTY (260) 427-1200, at least seventy-two hours prior to the meeting.

SANDRA E. KENNEDY
CITY CLERK

4-25 1120661 hspaxip

Exhibit 3

1 BILL NO. G-14-04-20

2
3
4 ORDINANCE NO. G-8-14

5 An Ordinance of the City of Fort Wayne authorizing the issuance
6 of waterworks revenue bonds for the purpose of providing funds
7 to pay the costs of the settlement of all ongoing legal issues
8 pertaining to the acquisition of the northern territory of Utility
9 Center, Inc., d/b/a/ Aqua Indiana, Inc. ("Aqua") and the
10 acquisition and integration of the water assets of the southwest
11 territory of Aqua, together with all necessary additions,
12 improvements, equipment and appurtenances in connection
13 therewith, providing for the safeguarding of the interests of the
14 owners of said bonds, other matters connected therewith,
15 including the issuance of notes in anticipation of bonds and
16 repealing ordinances inconsistent herewith

17 WHEREAS, the City of Fort Wayne ("City") now owns and operates a
18 municipal waterworks in accordance with the provisions of Title 8, Article 1.5 of the
19 Indiana Code, as in effect on the date of delivery of the bonds herein authorized
20 ("Act"); and

21 WHEREAS, the Board of Public Works ("Board") of the City has adopted a
22 resolution advising the Common Council of the City that it is in the best interests of
23 the City to complete the hereinafter defined Project; and

24 WHEREAS, the Common Council of the City has considered the Board's
25 resolution and has determined that the settlement of all ongoing legal issues
26 pertaining to the acquisition of the northern territory of Utility Center, Inc., d/b/a
27 Aqua Indiana, Inc. ("Aqua") and the acquisition and integration of the water assets of
28 the southwest territory of Aqua, together with all necessary additions, improvements,
29 equipment and appurtenances in connection therewith ("Project") are necessary; and
30

EXHIBIT

tabbies

3

1 WHEREAS, the City has been advised that the maximum cost of the Project,
2 including incidental expenses, is in the estimated amount of \$63,000,000; and

3 WHEREAS, the Common Council finds that it does not have sufficient funds
4 on hand to apply on the costs of the Project and that such costs shall be financed by
5 the issuance of waterworks revenue bonds and, if necessary, bond anticipation notes
6 ("BANs") in an aggregate principal amount not to exceed \$63,000,000; and

7
8 WHEREAS, the Common Council finds that there are outstanding bonds
9 payable out of the Net Revenues (as hereinafter defined) of the City's waterworks
10 designated: (a) Waterworks Revenue Bonds of 2003 ("2003 Bonds"), now
11 outstanding in the amount of \$1,885,000 and maturing annually over a period ending
12 December 1, 2017; (b) Waterworks Revenue Bonds of 2005 ("2005 Bonds"), now
13 outstanding in the amount of \$10,840,000 and maturing annually over a period
14 ending December 1, 2019; (c) Waterworks Revenue Bonds of 2006 ("2006 Bonds"),
15 now outstanding in the amount of \$19,325,000 and maturing annually over a period
16 ending December 1, 2021; (d) Taxable Waterworks Revenue Bonds of 2011, Series
17 A ("2011A Bonds"), now outstanding in the amount of \$1,320,000 and maturing on
18 December 1, 2014; (e) Waterworks Revenue Bonds of 2011, Series B ("2011B
19 Bonds"), now outstanding in the amount of \$26,905,000 and maturing annually over
20 a period ending December 1, 2031; and (f) Waterworks Revenue Bonds of 2012
21 ("2012 Bonds"), now outstanding in the amount of \$39,410,000 and maturing
22 annually over a period ending December 1, 2032, which 2003 Bonds, 2005 Bonds,
23 2006 Bonds, 2011A Bonds, 2011B Bonds and 2012 Bonds each constitute a first
24 charge upon the Net Revenues (as hereinafter defined) of the waterworks; and
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1 WHEREAS, the terms and conditions of the ordinances authorizing the
2 issuance of the now outstanding 2003 Bonds, 2005 Bonds, 2006 Bonds, 2011A
3 Bonds, 2011B Bonds and 2012 Bonds (hereinafter, collectively, "Outstanding
4 Bonds") provide that additional revenue bonds may be issued on a parity with the
5 Outstanding Bonds provided certain tests are met, and the City finds that the finances
6 of the waterworks are such as will enable meeting the conditions for the issuance of
7 additional parity bonds and that, accordingly, the additional revenue bonds to be
8 issued hereunder shall rank on a parity with the Outstanding Bonds; and
9

10 WHEREAS, the bonds to be issued pursuant to this ordinance are to be
11 issued subject to the provisions of the laws of the State of Indiana, including, without
12 limitation, the Act, and the terms and restrictions of this ordinance; and
13

14 WHEREAS, the City is subject to the jurisdiction of the Indiana Utility
15 Regulatory Commission ("IURC"); the approval of the IURC will be obtained by the
16 City prior to the issuance of the bonds authorized in this ordinance; and
17

18 WHEREAS, the Common Council has been advised that it may be cost
19 efficient to purchase municipal bond insurance and a debt service reserve surety for
20 all or a portion of the bonds authorized herein; and

21 WHEREAS, the City desires to authorize the issuance of BANs hereunder, if
22 necessary, payable from the proceeds of waterworks revenue bonds issued to finance
23 the aforementioned cost of the Project and to authorize the refunding of the BANs, if
24 issued; and
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1 WHEREAS, the City reasonably expects to reimburse certain preliminary
2 costs of the Project with proceeds of debt to be incurred by the City in an amount not
3 to exceed \$63,000,000; and
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5 WHEREAS, the Common Council now finds that all conditions precedent to
6 the adoption of an ordinance authorizing the issuance of revenue bonds and BANs
7 have been complied with in accordance with the provisions of the Act;

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
9 OF THE CITY OF FORT WAYNE, INDIANA, THAT:
10

11 Section 1. Authorization of Project; Reimbursement. The City
12 authorizes the Board to proceed with the completion of the Project. The estimated
13 cost of the Project is expected not to exceed the sum of \$63,000,000, plus investment
14 earnings on the bond and BAN proceeds. The terms "waterworks," "waterworks
15 system," "system," "works," and other like terms where used in this ordinance shall
16 be construed to mean and include the Drinking Water System, as defined in the
17 Financial Assistance Agreement, dated as of October 1, 2011 ("Financial Assistance
18 Agreement"), between the City and the Indiana Finance Authority ("Authority") and
19 includes the City's existing water distribution system, and all real estate and
20 equipment used in connection therewith and appurtenances thereto, and all
21 extensions, additions, and improvements thereto and replacements thereof now or at
22 any time hereafter constructed or acquired, including the Project. The Project shall
23 be completed and the bonds herein authorized shall be issued pursuant to and in
24 accordance with the Act.
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1 The City hereby declares its official intent to complete the Project, to
2 reimburse certain costs of completing the Project with proceeds of debt to be
3 incurred by the City, and to issue debt not exceeding \$63,000,000 in aggregate
4 principal amount for purposes of paying and reimbursing costs of the Project.
5

6 Section 2. Issuance of BANs and Bonds. (a) The City shall issue, if
7 necessary, its BANs, for the purpose of procuring interim financing to apply to the
8 cost of the Project and to pay costs of issuance. The City shall issue its BANs, in
9 one or more series, in an aggregate amount not to exceed Sixty-three Million Dollars
10 (\$63,000,000) to be designated "Waterworks Bond Anticipation Notes of _____"
11 (to be completed with the year in which issued and series designation, if any). The
12 BANs shall be sold at a price not less than 99% of their par value, shall be numbered
13 consecutively from 1 upward, shall be in denominations of Five Thousand Dollars
14 (\$5,000) or multiples thereof as designated in the hereinafter defined Bond
15 Anticipation Note Agreement, shall be dated as of the date of delivery thereof, and
16 shall bear interest at a rate not to exceed 7% per annum (the exact rate or rates to be
17 determined through negotiation). The BANs will mature no later than one (1) year
18 after their date of delivery. The BANs are subject to renewal or extension at an
19 interest rate or rates not to exceed 7% per annum (the exact rate or rates to be
20 negotiated). The term of the BANs and all renewal BANs may not exceed five years
21 from the date of delivery of the initial BANs. The BANs shall be registered in the
22 name of the purchasers thereof.
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26 The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana
27 Bond Bank, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other
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1 purchaser. The principal of and interest on the BANs shall be payable solely from
2 the issuance of revenue bonds pursuant to and in the manner prescribed by the Act.
3 The revenue bonds will be payable solely out of and constitute a first charge against
4 the Net Revenues (herein defined as gross revenues of the waterworks of the City
5 after deduction only for the payment of the reasonable expenses of operation, repair
6 and maintenance, but not including depreciation and payments in lieu of property
7 taxes) of the waterworks of the City, on a parity with the Outstanding Bonds.
8

9 (b) The City shall issue its waterworks revenue bonds, in one or more
10 series, in an aggregate principal amount not to exceed Sixty-three Million Dollars
11 (\$63,000,000) to be designated "Waterworks Revenue Bonds of _____," to be
12 completed with the year in which issued and appropriate series designation, if any
13 ("Bonds"), for the purpose of procuring funds to be applied on the cost of the Project,
14 funding the Reserve Account continued herein, the payment of costs of issuance,
15 including premiums for municipal bond insurance and a debt service reserve surety,
16 if any, refunding the BANs, if issued, and all other costs related to the Project.
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19 The Bonds shall be sold at a price not less than 99% of the par value thereof
20 and shall be issued in the denomination of Five Thousand Dollars (\$5,000) each or
21 integral multiples thereof. The Bonds shall be numbered consecutively from 1
22 upward, dated as of the date of delivery and shall bear interest at a rate or rates not
23 exceeding 7% per annum (the exact rate or rates as determined by bidding), payable
24 semiannually on June 1 and December 1 in each year, beginning on the first June 1
25 or the first December 1 following the date of delivery of the Bonds, as determined by
26 the Controller with the advice of the City's financial advisor. The Bonds shall
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1 mature annually on December 1 of each year through and including December 1,
2 2032 and semiannually on June 1 and December 1 thereafter, ending no later than
3 December 1, 2044. The Bonds may mature in amounts that produce as level debt
4 service as practicable with \$5,000 denominations and may take into account the
5 annual debt service on the Outstanding Bonds.
6

7 All or a portion of the Bonds may be issued as one or more term bonds, upon
8 election of the successful bidder. Such term bonds shall have a stated maturity or
9 maturities on December 1 through 2032 and on June 1 and December 1 thereafter in
10 the years or on the dates as determined by the successful bidder, but in no event later
11 than the last serial maturity date of the Bonds as determined in accordance with the
12 above paragraph. The term bonds shall be subject to mandatory sinking fund
13 redemption and final payment(s) at maturity at 100% of the principal amount thereof,
14 plus accrued interest to the redemption date, on principal payment dates which are
15 hereinafter determined in accordance with the above paragraph.
16

17 Interest on the Bonds and BANs shall be calculated according to a 360-day
18 calendar year containing twelve 30-day months.
19

20 Section 3. Registrar and Paying Agent. The Controller is hereby
21 authorized to contract with a qualified financial institution to serve as Registrar and
22 Paying Agent for the Bonds ("Registrar" or "Paying Agent"). The Registrar is
23 hereby charged with the responsibility of authenticating the Bonds. The Controller is
24 hereby authorized to enter into such agreements or understandings with the Registrar
25 as will enable the institution to perform the services required of a registrar and
26 paying agent. The Controller is further authorized to pay such fees as the Registrar
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1 may charge for the services it provides as Registrar and Paying Agent and such fees
2 may be paid from the Waterworks Sinking Fund established to pay the principal of
3 and interest on the Bonds as fiscal agency charges.
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5 As to the BANs and as to the Bonds, if sold to a purchaser that does not
6 object to such designation, the Controller may serve as Registrar and Paying Agent
7 and is hereby charged with the performance of and all duties of and responsibilities
8 of Registrar and Paying Agent.

9 The principal of the Bonds and the principal and interest on the BANs shall
10 be payable at the principal corporate trust office of the Paying Agent. All payments
11 of interest on the Bonds shall be paid by check mailed to the registered owners
12 thereof, as of the fifteenth day of the month preceding each interest payment date
13 ("Record Date"), at the addresses as they appear on the registration books kept by the
14 Registrar or at such other address as is provided to the Paying Agent in writing by
15 such registered owner on or before such Record Date. If payment of principal or
16 interest is made to a depository, payment shall be made by wire transfer on the
17 payment date in same-day funds. If the payment date occurs on a date when
18 financial institutions are not open for business, the wire transfer shall be made on the
19 next succeeding business day. The Paying Agent shall be instructed to wire transfer
20 payments by 1:00 p.m. (New York City time) so such payments are received at the
21 depository by 2:30 p.m. (New York City time).
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24 All payments on the Bonds and BANs shall be made in any coin or currency
25 of the United States of America, which on the date of such payment, shall be legal
26 tender for the payment of public and private debts.
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1 Each Bond shall be transferable or exchangeable only upon the books of the
2 City kept for that purpose at the principal corporate trust office of the Registrar by
3 the registered owner in person, or by its attorney duly authorized in writing, upon
4 surrender of such Bond together with a written instrument of transfer or exchange
5 satisfactory to the Registrar duly executed by the registered owner, or its attorney
6 duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an
7 authorized aggregate principal amount and of the same maturity, shall be executed
8 and delivered in the name of the transferee or transferees or the registered owner, as
9 the case may be, in exchange therefor. The costs of such transfer or exchange shall
10 be borne by the City except for any tax or governmental charge required to be paid
11 with respect to the transfer or exchange, which taxes or governmental charges are
12 payable by the person requesting such transfer or exchange. The City, Registrar and
13 Paying Agent for the Bonds may treat and consider the person in whose name such
14 Bonds are registered as the absolute owner thereof for all purposes including for the
15 purpose of receiving payment of, or on account of, the principal thereof and interest
16 due thereon.
17

18 The Registrar and Paying Agent may at any time resign as Registrar and
19 Paying Agent upon giving 30 days' notice in writing to the City and by first class
20 mail to each registered owner of the Bonds then outstanding, and such resignation
21 will take effect at the end of such 30 day period or upon the earlier appointment of a
22 successor registrar and paying agent by the City. Any such notice to the City may be
23 served personally or sent by registered mail. The Registrar and Paying Agent may
24 be removed at any time as Registrar and Paying Agent by the City, in which event
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1 the City may appoint a successor registrar and paying agent. The City shall notify
2 each registered owner of the Bonds then outstanding by first class mail of the
3 removal of the Registrar and Paying Agent. Notices to the registered owners of the
4 Bonds shall be deemed to be given when mailed by first class mail to the addresses
5 of such registered owners as they appear on the registration books kept by the
6 Registrar.
7

8 Upon the appointment of any successor registrar and paying agent by the
9 City, the Controller is authorized and directed to enter into such agreements and
10 understandings with such successor registrar and paying agent as will enable the
11 institution to perform the services required of a registrar and paying agent for the
12 Bonds. The Controller is further authorized to pay such fees as the successor
13 registrar and paying agent may charge for the services it provides as registrar and
14 paying agent and such fees may be paid from the Waterworks Sinking Fund
15 continued in Section 12 hereof. Any predecessor registrar and paying agent shall
16 deliver all of the Bonds and any cash or investments in its possession with respect
17 thereto, together with the registration books, to the successor registrar and paying
18 agent.
19
20

21 Interest on all Bonds shall be payable from the interest payment date to which
22 interest has been paid next preceding the authentication date of the Bonds unless the
23 Bonds are authenticated after the Record Date and on or before such interest
24 payment date in which case they shall bear interest from such interest payment date,
25 or unless the Bonds are authenticated on or before the Record Date preceding the
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1 first interest payment date, in which case they shall bear interest from the original
2 date until the principal shall be fully paid.

3
4 The City has determined that it may be beneficial to the City to have the
5 Bonds held by a central depository system pursuant to an agreement between the
6 City and The Depository Trust Company, New York, New York ("Depository Trust
7 Company") and have transfers of the Bonds effected by book-entry on the books of
8 the central depository system ("Book Entry System"). The Bonds may be initially
9 issued in the form of a separate single authenticated fully registered Bond for the
10 aggregate principal amount of each separate maturity of the Bonds. In such case,
11 upon initial issuance, the ownership of such Bonds shall be registered in the register
12 kept by the Registrar in the name of CEDE & CO., as nominee of the Depository
13 Trust Company.

14
15 With respect to the Bonds registered in the register kept by the Registrar in
16 the name of CEDE & CO., as nominee of the Depository Trust Company, the City
17 and the Paying Agent shall have no responsibility or obligation to any other holders
18 or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with
19 respect to (i) the accuracy of the records of the Depository Trust Company, CEDE &
20 CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery
21 to any bondholder (including any Beneficial Owner) or any other person, other than
22 the Depository Trust Company, of any notice with respect to the Bonds including
23 any notice of redemption, or (iii) the payment to any bondholder (including any
24 Beneficial Owner) or any other person, other than the Depository Trust Company, of

1 any amount with respect to the principal of, or premium, if any, or interest on the
2 Bonds except as otherwise provided herein.

3
4 No person other than the Depository Trust Company shall receive an
5 authenticated Bond evidencing an obligation of the City to make payments of the
6 principal of and premium, if any, and interest on the Bonds pursuant to this
7 ordinance. The City and the Registrar and Paying Agent may treat as and deem the
8 Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of
9 the Bonds for the purpose of (i) payment of the principal of and premium, if any, and
10 interest on such Bonds; (ii) giving notices of redemption and other notices permitted
11 to be given to bondholders with respect to such Bonds; (iii) registering transfers with
12 respect to such Bonds; (iv) obtaining any consent or other action required or
13 permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes
14 whatsoever. The Paying Agent shall pay all principal of and premium, if any, and
15 interest on the Bonds only to or upon the order of the Depository Trust Company,
16 and all such payments shall be valid and effective fully to satisfy and discharge the
17 City's and the Paying Agent's obligations with respect to principal of and premium,
18 if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon
19 delivery by the Depository Trust Company to the City of written notice to the effect
20 that the Depository Trust Company has determined to substitute a new nominee in
21 place of CEDE & CO., and subject to the provisions herein with respect to consents,
22 the words "CEDE & CO." in this ordinance shall refer to such new nominee of the
23 Depository Trust Company. Notwithstanding any other provision hereof to the
24 contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee
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1 of the Depository Trust Company, all payments with respect to the principal of and
2 premium, if any, and interest on such Bonds and all notices with respect to such
3 Bonds shall be made and given, respectively, to the Depository Trust Company as
4 provided in a representation letter from the City to the Depository Trust Company.
5

6 Upon receipt by the City of written notice from the Depository Trust
7 Company to the effect that the Depository Trust Company is unable or unwilling to
8 discharge its responsibilities and no substitute depository willing to undertake the
9 functions of the Depository Trust Company hereunder can be found which is willing
10 and able to undertake such functions upon reasonable and customary terms, then the
11 Bonds shall no longer be restricted to being registered in the register of the City kept
12 by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust
13 Company, but may be registered in whatever name or names the bondholders
14 transferring or exchanging the Bonds shall designate, in accordance with the
15 provisions of this ordinance.
16

17 If the City determines that it is in the best interest of the bondholders that
18 they be able to obtain certificates for the fully registered Bonds, the City may notify
19 the Depository Trust Company and the Registrar, whereupon the Depository Trust
20 Company will notify the Beneficial Owners of the availability through the
21 Depository Trust Company of certificates for the Bonds. In such event, the Registrar
22 shall prepare, authenticate, transfer and exchange certificates for the Bonds as
23 requested by the Depository Trust Company and any Beneficial Owners in
24 appropriate amounts, and whenever the Depository Trust Company requests the City
25 and the Registrar to do so, the Registrar and the City will cooperate with the
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1 Depository Trust Company by taking appropriate action after reasonable notice (i) to
2 make available one or more separate certificates evidencing the fully registered
3 Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to
4 arrange for another securities depository to maintain custody of certificates for and
5 evidencing the Bonds.
6

7 If the Bonds shall no longer be restricted to being registered in the name of
8 the Depository Trust Company, the Registrar shall cause the Bonds to be printed in
9 blank in such number as the Registrar shall determine to be necessary or customary;
10 provided, however, that the Registrar shall not be required to have such Bonds
11 printed until it shall have received from the City indemnification for all costs and
12 expenses associated with such printing.
13

14 In connection with any notice or other communication to be provided to
15 bondholders by the City or the Registrar with respect to any consent or other action
16 to be taken by bondholders, the City or the Registrar, as the case may be, shall
17 establish a record date for such consent or other action and give the Depository Trust
18 Company notice of such record date not less than fifteen (15) calendar days in
19 advance of such record date to the extent possible.
20

21 So long as the Bonds are registered in the name of the Depository Trust
22 Company or CEDE & CO. or any substitute nominee, the City and the Registrar and
23 Paying Agent shall be entitled to request and to rely upon a certificate or other
24 written representation from the Beneficial Owners of the Bonds or from the
25 Depository Trust Company on behalf of such Beneficial Owners stating the amount
26 of their respective beneficial ownership interests in the Bonds and setting forth the
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1 consent, advice, direction, demand or vote of the Beneficial Owners as of a record
2 date selected by the Registrar and the Depository Trust Company, to the same extent
3 as if such consent, advice, direction, demand or vote were made by the bondholders
4 for purposes of this ordinance and the City and the Registrar and Paying Agent shall
5 for such purposes treat the Beneficial Owners as the bondholders. Along with any
6 such certificate or representation, the Registrar may request the Depository Trust
7 Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial
8 Owners of the Bonds, together with the dollar amount of each Beneficial Owner's
9 interest in the Bonds and the current addresses of such Beneficial Owners.
10

11 Section 4. Redemption of BANs and Bonds. (a) The BANs are
12 prepayable by the City, in whole or in part, on any date, upon 20 days' notice to the
13 owner of the BANs, without premium.
14

15 (b) The Bonds maturing on or after December 1, 2025 are redeemable at
16 the option of the City on December 1, 2024, or any date thereafter, on thirty (30)
17 days' notice, in whole or in part, in the order of maturity as determined by the City
18 and by lot within a maturity, at face value, with no premium, plus in each case
19 accrued interest to the date fixed for redemption.
20

21 (c) If any Bond is issued as a term bond, the Paying Agent shall credit
22 against the mandatory sinking fund requirement for the Bonds maturing as term
23 bonds, and corresponding mandatory redemption obligation, in the order determined
24 by the City, any Bonds maturing as term bonds which have previously been
25 redeemed (otherwise than as a result of a previous mandatory redemption
26 requirement) or delivered to the Registrar for cancellation or purchased for
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1 cancellation by the Paying Agent and not theretofore applied as a credit against any
2 redemption obligation. Each Bond maturing as a term bond so delivered or
3 cancelled shall be credited by the Paying Agent at 100% of the principal amount
4 thereof against the mandatory sinking fund obligation on such mandatory sinking
5 fund date, and any excess of such amount shall be credited on future redemption
6 obligations, and the principal amount of the Bonds to be redeemed by operation of
7 the mandatory sinking fund requirement shall be accordingly reduced; provided,
8 however, the Paying Agent shall credit only such Bonds maturing as term bonds to
9 the extent received on or before forty-five (45) days preceding the applicable
10 mandatory redemption date as stated above.
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13 Each \$5,000 principal amount shall be considered a separate bond for
14 purposes of optional and mandatory redemption. If less than an entire maturity is
15 called for redemption, the Bonds to be called shall be selected by lot by the
16 Registrar. If some Bonds are to be redeemed by optional redemption and mandatory
17 sinking fund redemption on the same date, the Registrar shall select by lot the Bonds
18 for optional redemption before selecting the Bonds by lot for the mandatory sinking
19 fund redemption.
20

21 (d) In either case, notice of such redemption shall be given at least thirty
22 (30) days prior to the date fixed for redemption by mail unless the notice is waived
23 by the registered owner of a Bond. Such notice shall be mailed to the address of the
24 registered owners as shown on the registration records of the City as of the date
25 which is forty-five (45) days prior to such redemption date. The notice shall specify
26 the date and place of redemption and sufficient identification of the Bonds called for
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1 redemption. The place of redemption shall be determined by the City. Interest on
2 the Bonds so called for redemption shall cease on the redemption date fixed in such
3 notice if sufficient funds are available at the principal office of the Paying Agent to
4 pay the redemption price on the date so named. Coincidentally with the payment of
5 the redemption price, the Bonds so called for redemption shall be surrendered for
6 cancellation.
7

8 Section 5. Execution and Negotiability. Each of the Bonds and BANs
9 shall be executed in the name of the City by the manual or facsimile signature of the
10 Mayor, countersigned by the manual or facsimile signature of the Controller, and
11 attested by the manual or facsimile signature of its Clerk, and the seal of the City
12 shall be affixed, imprinted or impressed to or on each of the Bonds and BANs
13 manually, by facsimile or any other means; and these officials, by the execution of a
14 Signature and No Litigation Certificate, shall adopt as and for their own proper
15 signatures the facsimile signatures appearing on the Bonds and BANs. In case any
16 officer whose signature or facsimile signature appears on the Bonds or BANs shall
17 cease to be such officer before the delivery of the Bonds or BANs, the signature of
18 such officer shall nevertheless be valid and sufficient for all purposes the same as if
19 such officer had remained in office until such delivery.
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22 The Bonds and BANs shall have all of the qualities and incidents of
23 negotiable instruments under the laws of the State of Indiana, subject to the
24 provisions for registration herein.
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The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF ALLEN

CITY OF FORT WAYNE
WATERWORKS REVENUE BOND OF

[Interest Rate]	[Maturity Date]	Original Date	Authentication Date	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above [on the Maturity Date set forth above] **OR** [on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the Principal Sum shall be fully paid at the rate[s] per annum [specified above] [as set forth on Exhibit A attached hereto] from the interest payment date to which interest has been paid next preceding the Authentication Date

1 of this bond unless this bond is authenticated after the fifteenth day of the month
2 preceding an interest payment date and on or before such interest payment in which
3 case it shall bear interest from such interest payment date, or unless this bond is
4 authenticated on or before ____ 15, 20__, in which case it shall bear interest from
5 the Original Date, which interest is payable semiannually on the first days of June
and December in each year, beginning on ____ 1, 20__. Interest shall be
calculated according to a 360-day calendar year containing twelve 30-day months.

6 The principal of this Bond is payable at the principal of office of
7 ____ ("Registrar" or "Paying Agent"), in the
8 ____ of ____ , Indiana. All payments of interest on
9 this bond shall be paid by check mailed one business day prior to the interest
10 payment date to the registered owner hereof as of the fifteenth day of the month
11 preceding such interest payment date at the address as it appears on the registration
12 books kept by the Registrar or at such other address as is provided to the Paying
13 Agent in writing by the registered owner. If payment of principal or interest is made
14 to a depository, payment shall be made by wire transfer on the payment date in
15 same-day funds. If the payment date occurs on a date when financial institutions are
16 not open for business, the wire transfer shall be made on the next succeeding
17 business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New
18 York City time) so such payments are received at the depository by 2:30 p.m. (New
19 York City time). All payments on the bond shall be made in any coin or currency of
20 the United States of America, which on the dates of such payment, shall be legal
21 tender for the payment of public and private debts.

22 THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE
23 INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED
24 SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT
25 IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE
26 INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND
27 LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

28 This bond is [the only] one of an authorized issue of bonds of the City[, of
29 like tenor and effect, except as to numbering, interest rate, and dates of maturity] in
30 the total amount of ____ Dollars (\$____); numbered
consecutively from 1 up; issued for the purpose of providing funds to pay the cost of
the settlement of all ongoing legal issues pertaining to the acquisition of the northern
territory of Utility Center, Inc., d/b/a/ Aqua Indiana, Inc. ("Aqua") and the
acquisition of and integration of the water assets of the southwest territory of Aqua,
together with all necessary additions, improvements, equipment and appurtenances
in connection therewith[, to refund interim notes issued in anticipation of the bonds]
and to pay issuance expenses[, including [a municipal bond insurance premium][a
debt service reserve surety premium]]. This bond is issued pursuant to an ordinance
adopted by the Common Council of the City on the ____ day of ~~the~~ ____, 2014,
entitled "An Ordinance of the City of Fort Wayne authorizing the issuance of
waterworks revenue bonds for the purpose of providing funds to pay the costs of the
settlement of all ongoing legal issues pertaining to the acquisition of the northern

1 territory of Utility Center, Inc., d/b/a/ Aqua Indiana, Inc. ("Aqua") and the
2 acquisition and integration of the water assets of the southwest territory of Aqua,
3 together with all necessary additions, improvements, equipment and appurtenances
4 in connection therewith, providing for the safeguarding of the interests of the owners
5 of said bonds, other matters connected therewith, including the issuance of notes in
6 anticipation of bonds and repealing ordinances inconsistent herewith" ("Ordinance"),
and in accordance with the provisions of Indiana law, including without limitation
Indiana Code 8-1.5 as in effect on the date of delivery of the bonds of this issue
("Act").

7 Pursuant to the provisions of the Act and the Ordinance, the principal of and
8 interest on this bond and all other bonds of said issue, and any bonds hereafter issued
9 on a parity therewith are payable solely from the Waterworks Sinking Fund
10 continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues
11 (defined as the gross revenues of the waterworks remaining after deduction for
payment of the reasonable expenses of operation, repair and maintenance, but not
including depreciation and payments in lieu of property taxes) of the waterworks of
the City, on a parity with the Outstanding Bonds (as defined in the Ordinance).

12 The City irrevocably pledges the entire Net Revenues of the waterworks to
13 the prompt payment of the principal of and interest on the bonds authorized by the
14 Ordinance, of which this is one, and any bonds ranking on a parity therewith,
15 including the Outstanding Bonds, to the extent necessary for that purpose, and
16 covenants that it will cause to be fixed, maintained and collected such rates and
17 charges for services rendered by the utility as are sufficient in each year for the
18 payment of the proper and reasonable expenses of Operation and Maintenance (as
19 defined in the Financial Assistance Agreement, as defined in the Ordinance) of the
20 waterworks and for the payment of the sums required to be paid into the Sinking
Fund under the provisions of the Act and the Ordinance. If the City or the proper
officers thereof shall fail or refuse to so fix, maintain and collect such rates or
charges, or if there be a default in the payment of the interest on or principal of this
bond, the owner of this bond shall have all of the rights and remedies provided for in
the Act under Indiana law.

21 [The bonds shall be initially issued in a Book Entry System (as defined in the
22 Ordinance). The provisions of this bond and of the Ordinance are subject in all
23 respects to the provisions of the Letter or Representations between the City and The
Depository Trust Company, or any substitute agreement, effecting such Book Entry
System.]

24 The City further covenants that it will set aside and pay into its Sinking Fund
25 monthly, as available, or more often if necessary, a sufficient amount of the Net
26 Revenues of the works for payment of (a) the interest on all bonds which by their
27 terms are payable from the revenues of the waterworks, as such interest shall fall
28 due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the
29 principal of all bonds which by their terms are payable from the revenues of the
30 waterworks, as such principal shall fall due, and (d) an additional amount as a

margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge against the Net Revenues of said works, on a parity with the Outstanding Bonds.

The bonds of this issue maturing on or after December 1, 2025, are redeemable at the option of the City on December 1 2024, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, with no premium, plus accrued interest to the date fixed for redemption.

[The bonds maturing on _____ 1, _____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Term Bond</u>	
<u>Date</u>	<u>Amount</u>

*

* Final Maturity]

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is forty-five (45) days prior to such redemption date, not less than thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with its depository bank an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

1 This bond is transferable or exchangeable only upon the books of the City
2 kept for that purpose at the principal office of the Registrar by the registered owner
3 hereof in person, or by his attorney duly authorized in writing, upon surrender of this
4 bond together with a written instrument of transfer or exchange satisfactory to the
5 Registrar duly executed by the registered owner, or his attorney duly authorized in
6 writing, and thereupon a new fully registered bond or bonds in an authorized
7 aggregate principal amount and of the same maturity, shall be executed and delivered
8 in the name of the transferee or transferees or to the registered owner, as the case
9 may be, in exchange therefor. This bond may be transferred without cost to the
10 registered owner except for any tax or governmental charge required to be paid with
11 respect to the transfer. The City, the Registrar, the Paying Agent and any other
12 registrar or paying agent for this bond may treat and consider the person in whose
13 name this bond is registered as the absolute owner hereof for all purposes including
14 for the purpose of receiving payment of, or on account of, the principal hereof and
15 interest due hereon.

16 This bond is subject to defeasance prior to redemption or payment as
17 provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY
18 THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND
19 PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be
20 amended without the consent of the owners of the bonds as provided in the
21 Ordinance.

22 The bonds maturing in any one year are issuable only in fully registered form
23 in the denomination of \$5,000 or any integral multiple thereof.

24 It is hereby certified and recited that all acts, conditions and things required
25 to be done precedent to and in the execution, issuance and delivery of this bond have
26 been done and performed in regular and due form as provided by law.

27 This bond shall not be valid or become obligatory for any purpose until the
28 certificate of authentication hereon shall have been executed by an authorized
29 representative of the Registrar.

30 IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana,
has caused this bond to be executed in its corporate name by the manual or facsimile
signature of its Mayor, countersigned by the Controller, its corporate seal to be
hereunto affixed, imprinted or impressed by any means and attested manually or by
facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By:

Mayor

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COUNTERSIGNED:

By:

Controller

[SEAL]

Attest:

Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

as Registrar

By:

Authorized Representative

[STATEMENT OF INSURANCE]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto _____ this bond and all rights
thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to transfer the within bond
in the books kept for the registration thereof with full power of substitution in the
premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by
an eligible guarantor institution participating in
a Securities Transfer Association recognized
signature guarantee program.

NOTICE: The signature to this assignment
must correspond with the name as it appears on
the face of the within bond in every particular
without alteration or enlargement or any
change whatsoever.

1 Section 7. Authorization for Preparation and Sale of the Bonds and
2 BANs, Municipal Bond Insurance; Official Statement; and Continuing Disclosure.

3 (a) The Controller is hereby authorized and directed to have the Bonds and BANs
4 prepared, and the Mayor, Controller and Clerk are hereby authorized and directed to
5 execute and attest the Bonds and BANs in the form and manner provided herein.
6 The Controller is hereby authorized and directed to deliver the Bonds and BANs to
7 the respective purchasers thereof after the sale made in accordance with the
8 provisions of this ordinance, provided that at the time of delivery of the Bonds and
9 BANs, the Controller shall collect the full amount which the respective purchasers
10 have agreed to pay therefor, which amount shall not be less than 99% of the par
11 value of the BANs, and not less than 99% of the par value of the Bonds. The City
12 may receive payment on the BANs in installments. The Bonds, when paid for and
13 delivered to the purchaser, shall be the binding special revenue obligations of the
14 City payable out of the Net Revenues of the waterworks, on a parity with the
15 Outstanding Bonds. The proper officers of the City are hereby directed to sell the
16 Bonds, to draw all proper and necessary warrants, and to do whatever acts and things
17 which may be necessary to carry out the provisions of this ordinance.

18 (b) In the event the financial advisor to the City certifies to the City that it
19 would be economically advantageous for the City to obtain a municipal bond
20 insurance policy and/or a debt service reserve surety for the Bonds, the City hereby
21 authorizes the purchase of such an insurance policy and/or surety. The acquisition of
22 a municipal bond insurance policy is hereby deemed economically advantageous in
23 the event the difference between the present value cost of: (i) the total debt service

1 on the Bonds if issued without municipal bond insurance; and (ii) the total debt
2 service on the Bonds if issued with municipal bond insurance, is greater than the cost
3 of the premium on the municipal bond insurance policy. If such an insurance policy
4 or debt service reserve surety is purchased, the Mayor and the Controller are hereby
5 authorized to execute and deliver all agreements with the provider of the policy or
6 surety to the extent necessary to comply with the terms of such insurance policy or
7 surety and the commitment to issue such policy or surety. Such agreements shall be
8 deemed a part of this ordinance for all purposes and are hereby incorporated herein
9 by reference.
10

11 (c) Distribution of an Official Statement (preliminary and final) for the
12 Bonds, prepared on behalf of the City, is hereby authorized and approved and the
13 Mayor and the Controller are authorized and directed to execute the Official
14 Statement on behalf of the City in a form consistent with the ordinance. The Mayor
15 or Controller is hereby authorized to designate the preliminary Official Statement as
16 "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and
17 Exchange Commission ("Rule").
18

19 (d) If the Bonds are subject to the Rule, a Continuing Disclosure
20 Undertaking ("Continuing Disclosure") for the Bonds is hereby authorized and
21 approved by the Common Council, and the Mayor and Controller are hereby
22 authorized and directed to complete, execute and attest the same on behalf of the
23 City. Notwithstanding any other provisions of this ordinance, failure of the City to
24 comply with the Continuing Disclosure shall not be considered an event of default
25 under the Bonds or this ordinance.
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1 Section 8. Bond Sale Notice. The Controller shall cause to be published
2 either (i) a notice of such sale in the *Fort Wayne Journal Gazette* and the *Fort Wayne*
3 *News Sentinel* two times, at least one week apart, the first publication made at least
4 fifteen (15) days before the date of the sale and the second publication being made at
5 least three (3) days before the date of the sale, or (ii) a notice of intent to sell in the
6 *Fort Wayne Journal Gazette*, the *Fort Wayne News Sentinel* and the *Court &*
7 *Commercial Record*, all in accordance with IC 5-1-11 and IC 5-3-1. A notice or
8 summary notice of sale may also be published one time in the *Court & Commercial*
9 *Record*, and a notice or summary notice may also be published in *The Bond Buyer* in
10 New York, New York. The notice shall state the character and amount of the Bonds,
11 the maximum rate of interest thereon, the terms and conditions upon which bids will
12 be received and the sale made, and such other information as the Controller and the
13 attorneys employed by the City shall deem advisable and any summary notice may
14 contain any information deemed so advisable. Said notice may provide, among other
15 things, that electronic bidding will be permitted and that the successful bidder shall
16 be required to submit a certified or cashier's check or a wire transfer in an amount
17 equal to 1% of the principal amount of the Bonds described in the notice to guarantee
18 performance on the part of the bidder not later than 3:30 p.m. (ET) on the business
19 day following the award. In the event the successful bidder shall fail or refuse to
20 accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for
21 delivery, or at the time fixed in the notice of sale, then said check and the proceeds
22 thereof shall be the property of the City and shall be considered as its liquidated
23 damages on account of such default. Said notice shall also provide that bidders for
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1 the Bonds will be required to name the rate or rates of interest which the Bonds are
2 to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest
3 rate or rates shall be in multiples of one-eighth ($1/8$) or one-hundredth ($1/100$) of one
4 percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid
5 on the immediately preceding maturity. No conditional bid or bids for less than 99%
6 of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP,
7 bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be
8 furnished to the purchaser at the expense of the City.
9

10 The Bonds shall be awarded by the Controller to the best bidder who has
11 submitted his bid in accordance with the terms of this ordinance, IC 5-1-11 and the
12 notice of sale. The best bidder will be the one who offers the lowest net interest cost
13 to the City, to be determined by computing the total interest on all of the Bonds to
14 their maturities, deducting the premium bid, if any and adding thereto the discount
15 bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid
16 is not received on the date of sale, the sale may be continued from day to day
17 thereafter without further advertisement for a period of thirty (30) days, during which
18 time no bid which provides a higher net interest cost to the City than the best bid
19 received at the time of the advertised sale will be considered.
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22 Section 9. Financial Records and Accounts. The City shall keep proper
23 records and books of account, separate from all of its other records and accounts, in
24 which complete and correct entries shall be made showing all revenues received on
25 account of the operation of the waterworks and all disbursements made therefrom
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1 and all transactions relating to the waterworks. Copies of all such statements and
2 reports shall be kept on file in the office of the Controller.

3
4 Section 10. Disposition of Proceeds of the Bonds and BANs; City of Fort
5 Wayne, Waterworks Project Account. (a) All accrued interest and premium
6 received, if any, at the time of the delivery of the Bonds shall be deposited in the
7 Waterworks Sinking Fund. The remaining proceeds of the Bonds, to the extent not
8 used to refund the BANs, and BAN proceeds shall be deposited in a bank or banks
9 which are legally qualified depositories for the funds of the City, in the special
10 account to be designated as "City of Fort Wayne, Waterworks Project Account"
11 ("Project Account"). Amounts in the Project Account shall be expended first to
12 repay all amounts advanced for preliminary expenses, if any, and thereafter shall be
13 expended only for the purpose of paying the costs of the Project, refunding the
14 BANs, if issued, paying the costs of issuance of the Bonds and the BANs, if the
15 BANs are issued, as described in this ordinance and in the Act, together with
16 incidental expenses incurred in connection with the Project, or as otherwise
17 permitted or required by the Act. Any balance or balances remaining unexpended in
18 the Project Account after completion of the Project, which are not required to meet
19 unpaid obligations incurred in connection with the Project, shall either (1) be paid
20 into the Waterworks Sinking Fund and shall be used solely for one or more of the
21 purposes permitted thereunder; or (2) be used for the same purpose or type of project
22 for which the Bonds were originally issued, all in accordance with IC 5-1-13, as
23 amended and supplemented.
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1 (b) Each of the funds and accounts of the waterworks shall be deposited,
2 held, secured or invested in accordance with the laws of the State of Indiana relating
3 to the depositing, holding, securing or investing of public funds, including,
4 particularly, applicable provisions of Indiana Code 5-13-9, as amended. Any interest
5 or income derived from any such investments shall become a part of the moneys in
6 the fund or account so invested.
7

8 Section 11. Operation and Maintenance Fund. There shall be set apart and
9 paid out of the gross revenues of the waterworks into a cash operating fund
10 previously established and continued and designated as the Waterworks Operation
11 and Maintenance Fund ("Operation and Maintenance Fund") an amount necessary
12 and sufficient to maintain a balance therein sufficient to pay the monthly costs of
13 operating, repairing and maintaining said waterworks for at least the next two (2)
14 ensuing calendar months. The moneys credited to the Operation and Maintenance
15 Fund shall be used for the payment of the reasonable and proper operation, repair
16 and maintenance expenses of the waterworks on a day-to-day basis, but none of the
17 moneys in said fund shall be used for remediating depreciation, replacements,
18 improvements, extensions or additions with respect to the waterworks. Payments in
19 lieu of property taxes shall be made not more frequently than semiannually on or
20 about June 30 and December 31 and may be made only if the amounts required to be
21 held as of such dates in the Sinking Fund pursuant to Section 12 are so held. Any
22 balance in the Operation and Maintenance Fund may be transferred to the
23 Waterworks Sinking Fund if necessary to prevent a default in the payment of
24 principal of or interest on outstanding bonds of the waterworks.
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1 Section 12. Waterworks Sinking Fund. The Waterworks Sinking Fund
2 ("Sinking Fund") previously established and continued hereby and designated and
3 constituted as the special fund for the payment of the interest on and principal of
4 revenue bonds which by their terms are payable from the Net Revenues of the
5 waterworks. The Sinking Fund shall continue to be divided into two accounts hereby
6 designated as the Waterworks Debt Service Account ("Debt Service Account") and
7 the Waterworks Reserve Account ("Reserve Account"). Such payments shall
8 continue until the balances in the Debt Service Account and the Reserve Account
9 equal the principal of and interest on all of the then outstanding bonds of the
10 waterworks to the final maturity and provide for payment of all fiscal agency
11 charges.
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14 There is hereby continued, within the Sinking Fund, the Debt Service
15 Account. There shall be transferred on the last day of each month to the Debt Service
16 Account an amount of the Net Revenues equal to (i) at least one-sixth ($1/6$) of the
17 interest on all then outstanding bonds payable on the then next succeeding interest
18 payment date, and (ii) at least one-twelfth ($1/12$) of the principal on all then
19 outstanding bonds maturing through and including December 1, 2032, and thereafter
20 at least one-sixth ($1/6$) of the principal on all then outstanding bonds payable on the
21 then next succeeding principal payment date or dates, until the amount of interest
22 and principal payable on the then next succeeding interest and principal payment
23 dates shall have been so credited. There shall similarly be credited to the Account
24 any amount necessary to pay the bank fiscal agency charges for paying principal and
25 interest on outstanding bonds as the same become payable. The City shall, from the
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1 sums deposited in the Sinking Fund and credited to the Debt Service Account, remit
2 promptly to the registered owner or to the bank fiscal agency sufficient moneys to
3 pay the principal and interest on the due dates thereof together with the amount of
4 bank fiscal agency charges.
5

6 There is hereby continued, within the Sinking Fund, the Reserve Account.
7 The City may deposit Bond proceeds, funds on hand, or a combination thereof, into
8 the Reserve Account on the date of delivery of any series of Bonds to cause the
9 balance therein to equal the hereinafter defined Reserve Requirement. If the balance
10 does not equal the Reserve Requirement on the date of delivery of the Bonds, the
11 City shall deposit a sum of Net Revenues of the waterworks into the Reserve
12 Account on the last day of each calendar month until the balance therein equals the
13 maximum annual debt service on the Bonds and the Outstanding Bonds ("Reserve
14 Requirement"). The monthly deposits shall be equal in amount and sufficient to
15 accumulate the Reserve Requirement within twelve (12) months of the date of
16 delivery of the Bonds. After the 2003 Bonds, 2005 Bonds and 2006 Bonds are no
17 longer outstanding, the monthly deposits shall be equal in amount and sufficient to
18 accumulate the Reserve Requirement within five (5) years of the date of delivery of
19 the Bonds.
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22 The Reserve Account shall constitute the margin for safety and protection
23 against default in the payment of principal of and interest on the Bonds and the
24 Outstanding Bonds and the moneys in the Reserve Account shall be used to pay
25 current principal and interest on the Bonds and the Outstanding Bonds to the extent
26 that moneys in the Bond and Interest Account are insufficient for that purpose.
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1 Amounts in the Reserve Account in excess of the Reserve Requirement shall be
2 transferred from time to time to the Debt Service Account and thereupon applied to
3 the required payments into the Debt Service Account as provided above or shall be
4 transferred to the Depreciation Fund (as hereinafter defined). In the event moneys
5 held in the Reserve Account are used to pay principal of and interest on the
6 Outstanding Bonds or the Bonds, then such depletion of the Reserve Account to an
7 amount less than the Reserve Requirement shall be made up from available Net
8 Revenues within twelve (12) months from substantially equal monthly deposits, after
9 required deposits to the Debt Service Account, to restore the balance of the Reserve
10 Account to an amount equal to the Reserve Requirement.
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13 All or a part of the Reserve Requirement for the Bonds issued under this
14 ordinance may be deemed to be satisfied if there is on deposit in the Reserve
15 Account, any surety bond, insurance policy, guaranty, letter of credit or other credit
16 facility in any amount equal to the Reserve Requirement, the issuer of which credit
17 facility is rated at least "AAA" by Standard & Poor's Ratings Group or "Aaa" by
18 Moody's Investor Service at the time of issuance. If any Bonds or Outstanding
19 Bonds are owned by the Authority as part of its DWSRF Program, the City must
20 obtain the consent of the Authority to provide funding in its Reserve Account as
21 authorized in this paragraph. If any part of the Reserve Account for the Bonds is
22 funded as authorized in this paragraph, the City is authorized to create a subaccount
23 of the Reserve Account which only secures the Bonds.
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26 So long as the 2003 Bonds, 2005 Bonds, 2006 Bonds, 2011A Bonds and
27 2011B Bonds remain outstanding, in no event shall any part of the Sinking Fund be
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1 used in calling bonds for redemption prior to maturity except to the extent that the
2 amount then in the Debt Service Account of the Sinking Fund exceeds the amount
3 required to pay the bonds which will mature within a period of twelve (12) calendar
4 months next following the date of such redemption, together with all interest on the
5 bonds payable in said period. Any such excess of funds above said required level
6 may also be used in purchasing outstanding bonds at a price less than the then
7 applicable redemption price, if first approved by the Common Council. Moneys in
8 the Sinking Fund shall not be used for any purpose whatsoever except as stated in
9 this section.
10

11 Section 13. Funding Improvements to the Waterworks. Any excess
12 revenues of the waterworks available after making the deposits required by Sections
13 11 and 12 may be set aside and paid into the special utility fund which is hereby
14 continued and designated as the Waterworks Depreciation Fund ("Depreciation
15 Fund"), and be used to pay the cost of additions, improvements and extensions to the
16 waterworks. No revenues of the waterworks shall be deposited in or credited to the
17 Depreciation Fund which will interfere with the requirements of the Sinking Fund.
18

19 In the event of any deficiency at any time in the Operation and Maintenance
20 Fund or the Sinking Fund, funds may be withdrawn from the Depreciation Fund for
21 deposit into said Operation and Maintenance Fund or Sinking Fund in the amount of
22 such deficiency.
23

24 Section 14. Separation of Funds; Investment of Moneys Therein. The
25 Waterworks Sinking Fund shall be deposited in and maintained as a separate account
26 or accounts from all other accounts of the City. The Operation and Maintenance
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1 Fund and the Depreciation Fund may be maintained in a single account, or accounts,
2 but such account, or accounts, shall likewise be maintained separate and apart from
3 all other accounts of the City and apart from the Sinking Fund account or accounts.
4 Each of the funds and accounts of the waterworks shall be deposited, held, secured
5 or invested in accordance with the laws of the State of Indiana relating to the
6 depositing, holding, securing or investing of public funds, including, particularly,
7 applicable provisions of Indiana Code 5-13-9, as amended. Any interest or income
8 derived from any such investments shall become a part of the moneys in the fund or
9 account so invested.
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11 Section 15. Defeasance of the Bonds. If, when the Bonds or a portion
12 thereof shall have become due and payable in accordance with their terms or shall
13 have been duly called for redemption or irrevocable instructions to call the Bonds or
14 a portion thereof for redemption shall have been given, and the whole amount of the
15 principal and the interest and the premium, if any, so due and payable upon all of the
16 Bonds or a portion thereof then outstanding shall be paid; or (i) cash (insured at all
17 times by the Federal Deposit Insurance Corporation or otherwise collateralized with
18 obligations described in (ii) below), or (ii) direct obligations of (including
19 obligations issued or held in book entry form on the books of) the Department of the
20 Treasury of the United States of America, the principal of and the interest on which
21 when due will provide sufficient moneys for such purpose, shall be held in trust for
22 such purpose, and provision shall also be made for paying all fees and expenses for
23 the redemption, then and in that case the Bonds or any designated portion thereof
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1 issued hereunder shall no longer be deemed outstanding or entitled to the pledge of
2 the Net Revenues of the City's waterworks.

3 Section 16. Rate Covenant. The City shall establish and maintain just and
4 equitable rates for the use of and the service rendered by the waterworks, which shall
5 to the extent permitted by law produce sufficient revenues at all times to pay all the
6 legal and other necessary expense incident to the operation of such utility, to include
7 maintenance costs, operating charges, upkeep, repairs, interest charges on bonds or
8 other obligations, to provide for the proper Operation and Maintenance (as defined in
9 the Financial Assistance Agreement), to comply with and satisfy all covenants
10 contained in this ordinance and the Financial Assistance Agreement, to provide the
11 sinking fund and debt service reserve for the liquidation of bonds or other evidences
12 of indebtedness, to provide adequate funds to be used as working capital, as well as
13 funds for making extensions, additions, and replacements, and also, for the payment
14 of any taxes that may be assessed against such utility, it being the intent and purpose
15 hereof that such charges shall produce an income sufficient to maintain such utility
16 property in a sound physical and financial condition to render adequate and efficient
17 service. So long as any of the Bonds herein authorized are outstanding, none of the
18 facilities or services afforded or rendered by said system shall be furnished without a
19 reasonable and just charge being made therefor. The City shall pay like charges for
20 any and all services rendered by said utility to the City, and all such payments shall
21 be deemed to be revenues of the utility. Such rates or charges shall, if necessary, be
22 changed and readjusted from time to time so that the revenues therefrom shall always

1 be sufficient to meet the expenses of operation, repair and maintenance, and said
2 requirements of the Sinking Fund.

3 Section 17. Additional BANs and Bonds. The City reserves the right to
4 authorize and issue additional BANs at any time ranking on a parity with the BANs.
5 The City also reserves the right to authorize and issue additional bonds, payable out
6 of the Net Revenues of its waterworks, ranking on a parity with the Bonds authorized
7 by this ordinance, for the purpose of financing the cost of future additions,
8 extensions and improvements to the waterworks, or to refund obligations, subject to
9 the following conditions:
10

11 (a) All required payments into the Sinking Fund and the accounts thereof
12 shall have been made in accordance with the provisions of this ordinance, and the
13 interest on and principal of all bonds payable from the Net Revenues of the
14 waterworks shall have been paid to-date in accordance with their terms.
15

16 (b) As of the date of issuance of such additional bonds, the balance in the
17 Reserve Account shall equal not less than the Reserve Requirement for the
18 Outstanding Bonds if any are then outstanding, the Bonds and all then outstanding
19 bonds ranking on a parity therewith, provided, this condition shall be deemed
20 satisfied if any required amount is to be provided from the proceeds of the newly
21 issued additional parity bonds or other funds of the City, and furthermore, the
22 ordinance authorizing the proposed additional parity bonds must include a provision
23 requiring the City to build the balance in the Reserve Account to an amount equal to
24 the Reserve Requirement for the proposed additional parity bonds, unless the
25 Reserve Account is fully funded as of the time of issuance of the additional parity
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1 bonds, from available Net Revenues within twelve (12) months from substantially
2 equal monthly deposits after required deposits to the Debt Service Account. After
3 the 2003 Bonds, 2005 Bonds and 2006 Bonds are no longer outstanding, the City
4 may fund its Reserve Account for the additional parity bonds from available Net
5 Revenues over a five year period with substantially equal monthly deposits of Net
6 Revenues after the required deposits to the Debt Service Account.
7

8 (c) The Net Revenues of the waterworks in the fiscal year immediately
9 preceding the issuance of any such additional parity bonds shall be not less than one
10 hundred twenty-five percent (125%) of the maximum annual interest and principal
11 requirements of the then outstanding bonds and the additional parity bonds proposed
12 to be issued; or, prior to the issuance of the additional parity bonds, the water rates
13 and charges shall be increased or the service area or customer base shall be expanded
14 sufficiently so that said increased rates and charges applied to the previous fiscal
15 year's operations would have produced Net Revenues for said year equal to not less
16 than one hundred twenty-five percent (125%) of the maximum annual interest and
17 principal requirements of the then outstanding bonds and the additional parity bonds
18 proposed to be issued. For purposes of this subsection, the records of the
19 waterworks shall be analyzed and all showings shall be prepared by a certified public
20 accountant employed by the City for that purpose.
21

22 (d) The principal of said additional parity bonds shall be payable annually
23 on December 1 through and including December 1, 2032 and semiannually thereafter
24 on June 1 and December 1 and the interest on said additional parity bonds shall be
25 payable semiannually on June 1 and December 1 in the years in which such principal
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1 and interest are payable. If the additional parity bonds are issued as capital
2 appreciation bonds, the amount payable at maturity thereof shall be payable on June
3 1 and/or December 1 during the periods in which such maturity amounts are payable.
4

5 Section 18. Further Covenants of the City. For the purpose of further
6 safeguarding the interests of the owners of the Bonds and BANs herein authorized, it
7 is specifically provided as follows:

8 (a) All contracts let by the City in connection with the Project shall be let
9 after due advertisement as required by the laws of the State of Indiana, and all
10 contractors shall be required to furnish surety bonds in an amount equal to one
11 hundred percent (100%) of the amount of such contracts, to insure the completion of
12 said contracts in accordance with their terms, and such contractors shall also be
13 required to carry such employer's liability and public liability insurance as are
14 required under the laws of the State of Indiana in the case of public contracts, and
15 shall be governed in all respects by the laws of the State of Indiana relating to public
16 contracts.
17

18 (b) The Project shall be completed under the supervision and subject to
19 the approval of the consulting engineers for the Project or such other competent
20 engineer as shall be designated by the Common Council.
21

22 (c) The City shall at all times maintain its waterworks in good condition
23 and operate the same in an efficient manner and at a reasonable cost.
24

25 (d) So long as any of the Bonds or BANs herein authorized are
26 outstanding, the City shall maintain insurance (which must be acceptable to the
27 Authority if the Authority owns any Outstanding Bonds) on the insurable parts of the
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1 waterworks of a kind and in an amount such as would normally be carried by private
2 companies engaged in a similar type of business. All insurance shall be placed with
3 responsible insurance companies qualified to do business under the laws of the State
4 of Indiana. In addition to or in lieu of the foregoing, the City may provide coverage
5 on all or part of the waterworks comparable to that described above through a self-
6 insurance program, but only with the consent of the Authority, if any Outstanding
7 Bonds are owned by the Authority as part of its DWSRF Program. All insurance
8 proceeds and condemnation awards shall be used in replacing or restoring the
9 property destroyed, damaged or taken; or, if not used for such purposes, shall be
10 treated and applied as Net Revenues of the waterworks, but only with the consent of
11 the Authority if any Outstanding Bonds are owned by the Authority as part of its
12 DWSRF Program.
13

14
15 (e) So long as any of the Bonds or BANs are outstanding, the City shall
16 not mortgage, pledge or otherwise encumber such works or any part thereof, nor
17 shall it sell, lease or otherwise encumber such works of any part thereof, nor shall it
18 otherwise dispose of any portion thereof except equipment or property which may
19 become worn out, obsolete, or no longer suitable for use in the waterworks, provided
20 that the City shall obtain the prior written consent of the Authority if any
21 Outstanding Bonds are owned by the Authority as part of its DWSRF Program.
22

23 (f) Except as hereinbefore provided in Section 17 hereof, so long as any
24 of the Bonds herein authorized are outstanding, no additional bonds or other
25 obligations pledging any portion of the revenues of said waterworks shall be
26 authorized, executed or issued by the City except such as shall be made subordinate
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1 and junior in all respects to the Bonds herein authorized, unless all of the Bonds
2 herein authorized are redeemed, retired or defeased pursuant to Section 15 hereof
3 coincidentally with the delivery of such additional bonds or other obligations.
4

5 (g) The provisions of this ordinance shall constitute a contract by and
6 between the City and the owners of the Bonds and BANs herein authorized, and after
7 the issuance of the Bonds and BANs, subject to the rights of the City under Section
8 19 hereof, this ordinance shall not be repealed or amended in any respect which will
9 adversely affect the rights of the owners of the Bonds and BANs, nor shall the
10 Common Council adopt any law, ordinance or resolution which in any way adversely
11 affects the rights of such owners so long as any of the Bonds or BANs or the interest
12 thereon remains unpaid. Except in the case of changes described in Section 19(a)-
13 (f), this ordinance may be amended, however, without the consent of the owners of
14 the Bonds or BANs, if the Common Council determines, in its sole discretion, that
15 such amendment would not adversely affect the owners of the Bonds and BANs.
16

17 (h) The provisions of this ordinance shall be construed to create a trust in
18 the proceeds of the sale of the Bonds and BANs herein authorized for the uses and
19 purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien
20 on such respective proceeds until the same are applied in accordance with the
21 provisions of this ordinance and of the Act. The provisions of this ordinance shall
22 also be construed to create a trust in the portion of the Net Revenues herein directed
23 to be set apart and paid into the Waterworks Sinking Fund for the uses and purposes
24 of said fund as in this ordinance set forth. The owners of said Bonds shall have all of
25 the rights, remedies and privileges under Indiana law in the event of default in the
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1 payment of the principal of or interest on any of the Bonds herein authorized or in
2 the event of default in respect to any of the provisions of this ordinance or the Act.

3 Section 19. Amendments with Consent of Bondholders. Subject to the
4 terms and provisions contained in this Section and Section 18(g), and not otherwise,
5 the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate
6 principal amount of the Bonds issued pursuant to this ordinance and then outstanding
7 shall have the right from time to time, to consent to and approve the adoption by the
8 Common Council of the City of such ordinance or ordinances supplemental hereto or
9 amendatory hereof, as shall be deemed necessary or desirable by the City for the
10 purpose of modifying, altering, amending, adding to or rescinding any of the terms
11 or provisions contained in this ordinance, or in any supplemental ordinance;
12 provided, however, that nothing herein contained shall permit or be construed as
13 permitting:

14 (a) An extension of the maturity of the principal of or interest on, or any
15 mandatory sinking fund redemption date for, any Bond issued pursuant to this
16 ordinance; or

17 (b) A reduction in the principal amount of any Bond or the redemption
18 premium or the rate of interest thereon; or

19 (c) The creation of a lien upon or a pledge of the revenues or Net
20 Revenues of the waterworks ranking prior to the pledge thereof created by this
21 ordinance; or

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1 (d) A preference or priority of any Bond or Bonds issued pursuant to this
2 ordinance over any other Bond or Bonds issued pursuant to the provisions of this
3 ordinance; or
4

5 (e) A reduction in the aggregate principal amount of the Bonds required
6 for consent to such supplemental ordinance; or

7 (f) A reduction in the Reserve Requirement.

8 If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in
9 aggregate principal amount of the Bonds outstanding at the time of adoption of such
10 supplemental ordinance shall have consented to and approved the adoption thereof
11 by written instrument to be maintained on file in the office of the Clerk of the City,
12 no owner of any Bond issued pursuant to this ordinance shall have any right to object
13 to the adoption of such supplemental ordinance or to object to any of the terms and
14 provisions contained therein or the operation thereof, or in any manner to question
15 the propriety of the adoption thereof, or to enjoin or restrain the Common Council of
16 the City from adopting the same, or from taking any action pursuant to the provisions
17 thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions
18 of this section, this ordinance shall be, and shall be deemed, modified and amended
19 in accordance therewith, and the respective rights, duties and obligations under this
20 ordinance of the City and all owners of Bonds then outstanding, shall thereafter be
21 determined, exercised and enforced in accordance with this ordinance, subject in all
22 respects to such modifications and amendments. Notwithstanding anything
23 contained in the foregoing provisions of this ordinance, the rights and obligations of
24 the City and of the owners of the Bonds authorized by this ordinance, and the terms
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1 and provisions of the Bonds and this ordinance, or any supplemental or amendatory
2 ordinance, may be modified or altered in any respect with the consent of the City and
3 the consent of the owners of all the Bonds then outstanding.
4

5 Section 20. Investment of Funds. (a) The Controller is hereby authorized
6 to invest moneys pursuant to the provisions of this ordinance and IC 5-1-14-3
7 (subject to applicable requirements of federal law to insure such yield is then current
8 market rate) to the extent necessary or advisable to preserve the exclusion from gross
9 income of interest on the Bonds and BANs under federal law.
10

11 (b) The Controller shall keep full and accurate records of investment
12 earnings and income from moneys held in the funds and accounts referenced herein.
13 In order to comply with the provisions of the ordinance, the Controller is hereby
14 authorized and directed to employ consultants or attorneys from time to time to
15 advise the City as to requirements of federal law to preserve the tax exclusion. The
16 Controller may pay any fees as operation expenses of the waterworks.
17

18 Section 21. Tax Covenants. In order to preserve the exclusion of interest
19 on the Bonds and BANs from gross income for federal tax purposes under Section
20 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the
21 Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of
22 the Bonds and BANs, the City represents, covenants and agrees that:
23

24 (a) The waterworks will be available for use by members of the general
25 public. Use by a member of the general public means use by natural persons not
26 engaged in a trade or business. No person or entity other than the City or another
27 state or local governmental unit will use more than 10% of the proceeds of the Bonds
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1 or BANs or property financed by the Bond or BAN proceeds other than as a member
2 of the general public. No person or entity other than the City or another state or local
3 governmental unit will own property financed by Bond or BAN proceeds or will
4 have any actual or beneficial use of such property pursuant to a lease, a management
5 or incentive payment contract, arrangements such as take-or-pay or output contracts
6 or any other type of arrangement that conveys other special legal entitlements and
7 differentiates that person's or entity's use of such property from use by the general
8 public, unless such uses in the aggregate relate to no more than 10% of the proceeds
9 of the BANs or the Bonds, as the case may be. If the City enters into a management
10 contract for the waterworks, the terms of the contract will comply with IRS Revenue
11 Procedure 97-13, as it may be amended, supplemented or superseded for time to
12 time, so that the contract will not give rise to private business use under the Code and
13 the Regulations, unless such use in aggregate relates to no more than 10% of the
14 proceeds of the Bonds or BANs, as the case may be.

15
16
17 (b) No more than 10% of the principal of or interest on the Bonds or
18 BANs is (under the terms of the Bonds, BANs, this ordinance or any underlying
19 arrangement), directly or indirectly, secured by an interest in property used or to be
20 used for any private business use or payments in respect of any private business use
21 or payments in respect of such property or to be derived from payments (whether or
22 not to the City) in respect of such property or borrowed money used or to be used for
23 a private business use.

24
25
26 (c) No more than 5% of the Bond or BAN proceeds will be loaned to any
27 person or entity other than another state or local governmental unit. No more than
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1 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or
2 deemed transferred to a nongovernmental person in any manner that would in
3 substance constitute a loan of the Bond or BAN proceeds.
4

5 (d) The City reasonably expects, as of the date hereof, that the Bonds and
6 BANs will not meet either the private business use test described in paragraph (a)
7 and (b) above or the private loan test described in paragraph (c) above during the
8 entire term of the Bonds or BANs, as the case may be.

9 (e) No more than 5% of the proceeds of the Bonds or BANs will be
10 attributable to private business use as described in (a) and private security or
11 payments described in (b) attributable to unrelated or disproportionate private
12 business use. For this purpose, the private business use test is applied by taking into
13 account only use that is not related to any government use of proceeds of the issue
14 (Unrelated Use) and use that is related but disproportionate to any governmental use
15 of those proceeds (Disproportionate Use).
16

17 (f) The City will not take any action nor fail to take any action with
18 respect to the Bonds or BANs that would result in the loss of the exclusion from
19 gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103
20 of the Code, nor will the City act in any other manner which would adversely affect
21 such exclusion. The City covenants and agrees not to enter into any contracts or
22 arrangements which would cause the Bonds or BANs to be treated as private activity
23 bonds under Section 141 of the Code.
24

25 (g) It shall not be an event of default under this ordinance if the interest
26 on any Bond or BAN is not excludable from gross income for federal tax purposes or
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1 otherwise pursuant to any provision of the Code which is not currently in effect and
2 in existence on the date of issuance of the Bonds or BANs, as the case may be.

3 (h) These covenants are based solely on current law in effect and in
4 existence on the date of delivery of such Bonds or BANs, as the case may be.

5 (i) The City represents that it will rebate any arbitrage profits to the
6 United States in accordance with the Code.

7
8 Section 22. Issuance of BANs. (a) The City, having satisfied all the
9 statutory requirements for the issuance of its Bonds, may elect to issue its BAN or
10 BANs pursuant to a Bond Anticipation Note Purchase Agreement ("Bond
11 Anticipation Note Agreement") to be entered into between the City and the purchaser
12 of the BAN or BANs. The Common Council hereby authorizes the issuance and
13 execution of the BAN or BANs in lieu of initially issuing the Bonds to provide
14 interim financing for the Project until permanent financing becomes available. It
15 shall not be necessary for the City to repeat the procedures for the issuance of its
16 Bonds, as the procedures followed before the issuance of the BAN or BANs are for
17 all purposes sufficient to authorize the issuance of the Bonds and the use of the
18 proceeds to repay the BAN or BANs.

19
20 (b) The Mayor and the Controller are hereby authorized and directed to
21 execute a Bond Anticipation Note Agreement (and any amendments made from time
22 to time) in such form or substance as they shall approve acting upon the advice of
23 counsel. The Mayor, the Clerk and the Controller may also take such other actions
24 or deliver such other certificates as are necessary or desirable in connection with the
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1 issuance of the BANs or the Bonds and the other documents needed for the financing
2 as they deem necessary or desirable in connection therewith.

3 Section 23. Noncompliance with Tax Covenants. Notwithstanding any
4 other provisions of this ordinance, the covenants and authorizations contained in this
5 ordinance ("Tax Sections") which are designed to preserve the exclusion of interest
6 on the Bonds and BANs from gross income under federal law ("Tax Exemption")
7 need not be complied with if the City receives an opinion of nationally recognized
8 bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.
9

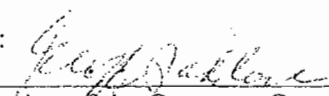
10 Section 24. Conflicting Ordinances. All ordinances and parts of
11 ordinances in conflict herewith are hereby repealed; provided, however that this
12 ordinance shall not be deemed in any way to repeal or amend the ordinances
13 authorizing the issuance of the Outstanding Bonds, nor be construed as adversely
14 affecting the rights of the holders of the Outstanding Bonds.
15

16 Section 25. Headings. The headings or titles of the several sections shall
17 be solely for convenience of reference and shall not affect the meaning, construction
18 or effect of this ordinance.
19

20 Section 26. Effective Date. This ordinance shall be in full force and effect
21 from and after its passage and execution by the Mayor.

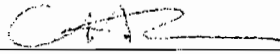
22 PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana,
23 on this _____ day of _____, 2014.

24 COMMON COUNCIL OF THE CITY
25 OF FORT WAYNE, INDIANA

26 By: 
27 Member of the Common Council
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APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

RESOLUTION OF THE
BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE

WHEREAS, the City of Fort Wayne, Indiana ("City") owns, operates and maintains a municipal waterworks ("Utility"), by and through the Fort Wayne Board of Public Works ("Board"); and

WHEREAS, the Board, after careful and due consideration, finds it to be in the best interests of the Utility and the customers thereof that the Utility concludes its plans to settle all ongoing legal issues pertaining to the Utility's acquisition of the northern territory of the Utility Center, Inc., d/b/a Aqua Indiana, Inc. (Aqua) and to acquire and integrate the water assets of the southwest territory of Aqua, together with all necessary additions, improvements, equipment and appurtenances in connection therewith, refund outstanding notes, if issued and fund a debt service reserve for outstanding and proposed bonds, all of which is hereafter collectively referred to as the "Project;" and

WHEREAS, the Board has found that it is in the further best interests of the Utility and the customers thereof to permanently finance the Project through the issuance of waterworks revenue bonds and bond anticipation notes, if necessary; and

WHEREAS, the Board finds that the legal determination to authorize the issuance of such financing rests with the Common Council of the City of Fort Wayne, Indiana ("Common Council"), subject to approval by the Indiana Utility Regulatory Commission ("IURC"); and

WHEREAS, the Board has received a report from H.J. Umbaugh & Associates, Certified Public Accountants, LLP detailing the cost and financing of the Project; and

WHEREAS, the Board desires to take such steps as are necessary and convenient to permit the Project to proceed immediately;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE FORT WAYNE BOARD OF PUBLIC WORKS THAT:

1. It is in the best interests of the Utility and the customers thereof that the Project proceed immediately.
2. The Board does hereby recommend to the Common Council that the City issue its waterworks revenue bonds and bond anticipation notes, if necessary, in an aggregate principal amount not to exceed \$63,000,000, to be repaid over a period not to exceed thirty (30) years, at an interest rate not to exceed 7% percent.
3. There is attached to this resolution and made a part hereof the same as if fully set forth herein, a proposed bond ordinance authorizing the Project, the issuance of the bonds and bond anticipation notes, if necessary, and other matters connected therewith, which the Board hereby recommends to the Common Council for its adoption.
4. All resolutions or parts thereof in conflict herewith are hereby repealed.

5. This resolution shall be in full force and effect upon adoption.

Passed and adopted this ____ day of _____, 2014.

FORT WAYNE BOARD OF PUBLIC WORKS:

Robert P. Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST:

Victoria Edwards, Clerk

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Geoff Paddock
Read the second time by title and referred to the City Utilities Committee
Committee. Read the third time in full and on motion by Councilman
Paddock, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>
BENDER	_____	_____	_____	<u>✓</u>
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED:

5-13-14

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. 5-874 on the 13th day of
May, 2014

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY,
CITY CLERK

Martha A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day
of May, 2014, at the hour of 4:00 o'clock P.M. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May
2014, at the hour of 2:00 o'clock P.M. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. G-14-04-20

REPORT OF COMMITTEE ON CITY UTILITIES

MAY 6, 2014

*Geoff Paddock, Chair
John Shoaff, Co, Chair
All Council Members*

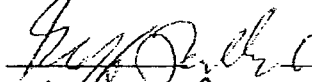

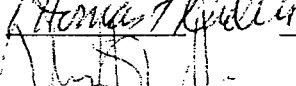
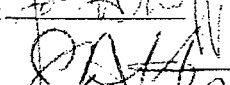
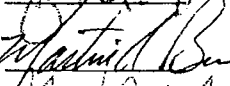

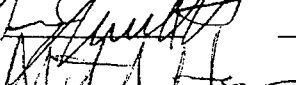
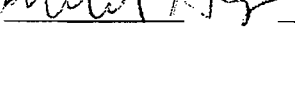
AN ORDINANCE of the City of Fort Wayne authorizing the issuance of waterworks revenue bonds for the purpose of providing funds to pay the costs of the settlement of all ongoing legal issues pertaining to the acquisition of the northern territory of Utility Center, Inc., d/b/a Aqua Indiana, Inc. **COMMITTEE ON CITY UTILITIES HAVE HAD SAID** Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

SANDRA E. KENNEDY
CITY CLERK

Cause No. 44503
Joint Petitioners Exhibit TMB-3
Financial Analysis of Wholesale Wastewater Treatment Contract with Fort Wayne

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Estimated Incremental Income										
Gallons to be treated	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000	547,500,000
Rate per thousand gallons	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.81	\$ 2.86	\$ 2.92	\$ 2.98	\$ 3.04
Total estimated incremental income	\$ 1,505,625	\$ 1,505,625	\$ 1,505,625	\$ 1,505,625	\$ 1,505,625	\$ 1,535,738	\$ 1,566,452	\$ 1,597,781	\$ 1,629,737	\$ 1,662,332
Estimated Incremental Expense										
O&M	233,484	238,153	242,916	247,775	252,730	257,785	262,941	268,199	273,563	279,035
Other taxes	81,401	70,629	69,552	69,552	69,552	69,552	69,552	69,552	69,552	69,552
Depreciation	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000
Subtotal	488,884	482,782	486,468	491,326	496,282	501,337	506,492	511,751	517,115	522,586
Estimated incremental income before interest and income taxes	1,016,741	1,022,843	1,019,157	1,014,299	1,009,343	1,034,401	1,059,960	1,086,030	1,112,622	1,139,745
Interest expense	217,500	217,500	217,500	217,500	217,500	217,500	217,500	217,500	217,500	217,500
Income before taxes	799,241	805,343	801,657	796,799	791,843	816,901	842,460	868,530	895,122	922,245
Income taxes at effective rate	317,398	317,204	314,450	312,544	310,600	320,429	330,455	340,681	351,112	361,751
Total estimated incremental expenses	1,023,783	1,017,487	1,018,418	1,021,371	1,024,382	1,039,266	1,054,447	1,069,932	1,085,727	1,101,837
Estimated Net Incremental Income	481,842	488,138	487,207	484,254	481,243	496,472	512,005	527,849	544,010	560,495

Assumptions:

- 1) Rates charged for treatment are increased by an estimated CPI adjustment of 2% each year for years 6 through 10.
- 2) Estimated incremental O&M costs are increased by an estimated inflationary rate of 2% each year.

WRITTEN CONSENT OF THE DIRECTORS OF
UTILITY CENTER, INC. d/b/a AQUA INDIANA, INC.

The undersigned, being all of the Directors of Utility Center, Inc. d/b/a Aqua Indiana, Inc., an Indiana corporation, (the "Corporation") do hereby waive notice and unanimously consent in writing, pursuant to Indiana Code § 23-1-34-2(a), to the adoption of the following resolutions without an annual meeting of the Directors of the Corporation:

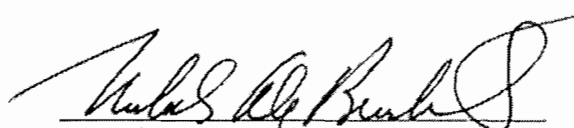
RESOLVED, that the Utility System Asset Acquisition Agreement entered into by the Corporation with the City of Fort Wayne, Indiana (the "City") on May 14, 2014 (the "Acquisition Agreement") and all matters provided for in it, including without limitation the execution, delivery and implementation of the Operations Agreement and the Water Pollution Treatment Contract, the forms of which are set forth in the Acquisition Agreement, are hereby, approved, ratified and confirmed.

RESOLVED, that the officers of the Corporation are authorized and directed to execute, deliver and implement the Acquisition Agreement and take such other and further action as they may deem necessary or desirable to implement the Acquisition Agreement and all matters provided for in it.

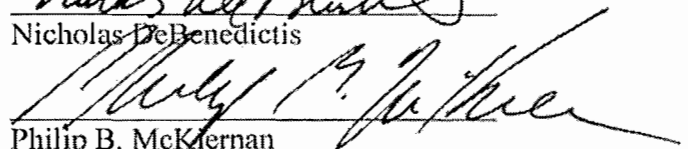
RESOLVED, that the officers of the Corporation are authorized and directed to prepare, execute and file with the Indiana Utility Regulatory Commission a request for its consent to or approval of the matters provided in the Acquisition Agreement and coming within its jurisdiction to consent to or approve.

RESOLVED, that the officers of the Corporation are authorized and directed to take such other and further action as they may deem necessary or desirable in order to secure, without further authorization or approval of the undersigned Directors, the Indiana Utility Regulatory Commission's approval of the relief requested by the Corporation from it.

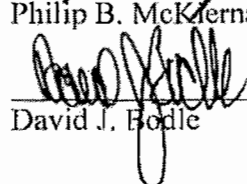
This Written Consent may be executed in counterparts, all of which taken together shall be deemed one and the same instrument.



Nicholas DeBenedictis



Philip B. McKiernan

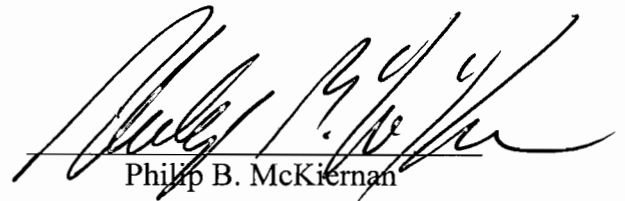


David J. Rodle

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via personal delivery or electronic mail this 3rd day of July, 2014:

Office of Utility Consumer Counselor
PNC Center, Suite 1500 South
115 W. Washington Street
Indianapolis, IN 46204



Philip B. McKiernan

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Indianapolis, IN 46204-2030
(317) 636-5401 Telephone
(317) 686-3288 Facsimile